

## Table of Contents

<b>Table of Contents .....</b>	<b>1</b>
<b>Chapter 1: Overview of Seattle Housing Authority and its Admissions and Continued Occupancy Policy (ACOP).....</b>	<b>11</b>
1. Overview .....	11
2. Mission and Values .....	11
A. Mission .....	11
B. Values .....	11
3. About Seattle Housing Authority .....	12
A. History .....	12
B. Participation in the Moving to Work Demonstration Program .....	12
4. Organization .....	12
A. Board of Commissioners .....	12
B. Housing Programs.....	12
C. Funding Types and Regulatory Authority .....	13
D. Public Housing .....	13
E. Low Income Housing Tax Credits (LIHTC) .....	13
F. Project Based Vouchers .....	13
G. Streamlined Low Income Housing Program (SLIHP) [MTW 15.A.01] .....	14
H. HOME .....	14
I. City of Seattle Funding .....	14
J. HOPE VI/Choice Neighborhoods.....	14
K. Mixed Finance Communities .....	15
5. Overview of the ACOP .....	15
<b>Appendix A: Program Overview .....</b>	<b>16</b>
<b>Appendix B: Terminology.....</b>	<b>18</b>
<b>Appendix C: Glossary of Abbreviations .....</b>	<b>33</b>
<b>Chapter 2: Fair Housing and the Violence Against Women Act (VAWA) ....</b>	<b>36</b>
1. Overview .....	36
2. Fair Housing and Equal Opportunity .....	36
A. Affirmative Fair Housing Marketing Policy .....	36
B. Nondiscrimination .....	36
C. Providing Information to Families and Discrimination Complaints .....	37
D. Section 504 of the Rehabilitation Act of 1973; and Title II of the Americans with Disabilities Act .....	37
E. Reasonable Accommodations .....	37
Examples of Reasonable Accommodations .....	38
F. Program Accessibility .....	40
G. Physical Accessibility.....	41
H. Accessibility for Persons with Limited English Proficiency (LEP) .....	42
3. Violence Against Women Act (VAWA) .....	43



A. VAWA Protections and Notifications .....	44
B. Prohibited Basis for Denial, Termination, or Eviction .....	44
C. Construction of Lease Terms.....	45
D. Limitations of VAWA Protections .....	45
E. Documentation .....	46
F. Confidentiality.....	48
G. Other Applicable Laws.....	48
4. Other Provisions Relating to Domestic Violence .....	48
A. Damages to SHA property by perpetrators of domestic violence .....	48
B. Documentation .....	48
<b>Chapter 3: Waiting List .....</b>	<b>50</b>
1. Overview .....	50
2. Waiting Lists .....	50
A. Waiting List Types .....	50
B. Partnership Unit Site-Based Waiting List Agreement [MTW 8.P.01, MTW 12.P.02] .....	50
3. Applying for Housing Assistance.....	51
<b>4. Preferences .....</b>	<b>52</b>
A. Waiting List Preferences.....	53
B. Ranking Preferences .....	53
5. Income Targeting and De-concentration of Poverty .....	54
6. Waiting List Check-In (Save My Spot) .....	55
7. Updating the Waiting List.....	55
8. Updating Family Information while on the Waiting List .....	55
9. Opening and Closing the Waiting List .....	55
10. Selection from the Waiting List .....	56
11. Approval of Application .....	56
A. Approval is Conditional until Leased .....	56
B. Changes to Family Composition after Approval .....	57
12. Unit Offers .....	57
A. Refusal of a Unit Offer .....	57
B. Unit Refusal without Good Cause.....	57
C. Unit Offers for Units with Accessible Features .....	58
D. Lease Incentives [MTW 5.P.05] .....	59
E. Ineligibility of Full-Time Students .....	59
F. Removal from the Waiting List after Leasing .....	59
13. Cancellation of Application.....	59
14. Family Break-Up.....	60
15. Partner Units.....	60
16. Agency Units .....	60
<b>Chapter 4: Eligibility and Suitability .....</b>	<b>61</b>
1. Overview .....	61
2. Eligibility Factors.....	61
A. Income Eligibility.....	61
B. SSHP Eligibility.....	61



C. Citizenship .....	61
D. Social Security Numbers .....	62
E. Consent to Release Information .....	62
F. Full-Time Students .....	62
G. Debts to SHA or another Public Housing Authority .....	63
3. Suitability Factors .....	63
A. Suitability for Residence .....	63
B. Secondary Screening .....	64
4. Criminal History .....	64
A. Criminal History Overview .....	64
B. Grounds for Denial due to Criminal History per Federal Requirements .....	64
C. Screening for Criminal History .....	65
D. Secondary Review .....	65
E. Removal of a Family Member's Name from the Application .....	66
5. Denial of Application .....	66
A. Pre-Notice of Denial .....	66
B. Notice of Denial .....	66
<b>Chapter 5: Household Composition and Occupancy Standards .....</b>	<b>67</b>
1. Overview .....	67
2. Family .....	67
3. Head of Household .....	67
4. Spouse and Co-Head .....	67
5. Other Adult .....	68
6. Full-Time Student .....	68
7. Dependent .....	68
8. Elderly and Near Elderly Person and Family .....	68
9. Disabled Person and Disabled Family .....	68
A. Persons with Disabilities .....	68
B. Disabled Family .....	70
10. Guests .....	70
11. Foster Children and Foster Adults .....	70
12. Live-In Aide .....	71
13. Absent Family Members .....	71
A. Extended Absences .....	72
B. Absent Students .....	72
C. Absences due to Placement in Foster Care .....	72
D. Absences due to Military Duty .....	72
E. Absent Head, Spouse, or Co-head due to Employment .....	72
F. Household Members Confined for Medical Reasons .....	72
14. Family Break-Up .....	72
15. Adding and Removing Household Members .....	73
16. Residual Assistance .....	74
17. Occupancy Standards .....	75



## Chapter 6: Certifications: Annual and Interim Income and Rent

<b>Determination .....</b>	<b>78</b>
1. Overview .....	78
2. Definition of Income .....	78
3. Income Sources by Household and Household Members .....	78
4. Anticipated Annual Income .....	79
A. Wages and Related Compensation Included in Annual Income .....	79
B. Business and Self-Employment Income .....	79
C. Self-Employment [MTW 10.A.02 formerly Strategy 10.P.23] .....	79
D. Odd-Jobs/Non-Traditional Income without Expenses .....	80
E. Military Pay .....	80
F. Training Programs .....	80
G. Income from Assets .....	80
H. Social Security, Supplemental Security Income (SSI), and State Supplementary Payment (SSP), and Department of Veterans Affairs Payments .....	80
I. Treatment of Overpayment Deductions from Social Security Benefits .....	81
J. Special Needs Trusts .....	81
K. Pensions, Annuities and Other Periodic Benefits .....	81
L. Unemployment, Disability, Worker's Compensation and Severance Pay .....	81
M. Welfare/Public Assistance Income .....	81
N. Imputed Income from TANF and Other Cash Benefits [MTW 10.P.08] .....	81
O. Alimony and Child Support .....	82
P. Regular Contributions .....	82
5. Excluded Income Sources .....	82
6. Interim Changes in Income .....	86
7. Assets .....	86
A. Irrevocable Trusts .....	86
B. Assets Disposed of for Less than Fair Market Value .....	87
C. Calculating Income from Assets .....	87
D. Jointly Owned Assets .....	87
8. Adjusted Income Deductions .....	87
A. Dependent Deduction .....	87
B. Elderly or Disabled Household Deduction .....	87
C. Medical Expense Deduction .....	87
D. Disability Assistance Expenses Deduction .....	88
E. Child Care Expense Deduction .....	88
9. Rent Calculation .....	88
A. Total Tenant Payment [MTW 10.P.18] .....	88
B. Minimum Rent [MTW 10.P.01] .....	89
C. Minimum Rent Hardship Exemption .....	89
D. Utility Allowances .....	89
E. Prorated Rent for Mixed Families .....	89
10. Reexaminations for Public Housing Continued Eligibility .....	90
A. Interview and Required Documentation .....	90
B. Verification of Changes .....	91



C. Failure to Complete Reexamination [MTW 10.P.21] .....	91
11. Triennial Recertifications .....	91
12. Rent Adjustments .....	92
A. Annual and Triennial Recertifications .....	92
B. Interim Recertifications .....	92
C. Retroactive Recertifications –Self-Employment .....	92
D. Retroactive Recertifications –All Other Income.....	93
E. Errors in Rent Calculations .....	93
F. Excess Consumption.....	93
13. Rent Due Dates .....	93
14. Graduation from Public Housing Subsidy in Mixed-Income Communities [MTW 13.P.01]	94
<b>Chapter 7: Seattle Senior Housing Program .....</b>	<b>95</b>
1. SSHP Overview [MTW 8.P.03] .....	95
2. Nondiscrimination .....	95
3. Applying for SSHP Housing Assistance .....	95
A. Social Security Number .....	96
B. Suitability .....	96
C. Refusal to Provide Information or Verification .....	97
D. Denial .....	97
4. SSHP Waiting Lists .....	97
A. Waiting List Types .....	97
B. Waiting List Preference [MTW 12.P.06] .....	98
C. Updating Family Information while on the Waiting List.....	98
D. Removal from the Waiting List after Leasing .....	98
E. Reinstatement with Cause.....	98
5. SSHP Rent Policy.....	99
A. Rent Tiers [MTW 10.P.17] .....	99
B. Interim Recertifications .....	99
C. Rent Review [MTW 10.P.03] .....	100
D. Rent Due .....	100
E. Adjusted Income Deductions .....	100
F. Hardship Criteria .....	100
6. SSHP Repayment Agreements .....	101
7. SSHP Occupancy Standards.....	101
8. SSHP Dwelling Lease.....	101
A. Modifications to the Lease .....	101
B. Unit Inspection.....	101
9. SSHP Security Deposits and Non-Refundable Cleaning Fees.....	101
A. Security Deposits .....	101
B. Non-Refundable Cleaning Fee .....	102
10. SSHP Assistance Animal Policy .....	102
11. SSHP Pet Policy [MTW 5.P.04] .....	102
12. SSHP Transfers.....	103
A. Inspection.....	103
B. SHA Initiated Cancellation .....	103



C. Security Deposit, Cleaning Fee, and Rent .....	103
D. Transition between Units .....	103
E. Unit Offer .....	104
13. SSHP Lease Terminations.....	104
A. Change in Household Members .....	104
B. Death of Resident.....	104
<b>Chapter 8: Verifications .....</b>	<b>105</b>
1. Overview .....	105
2. Consent to Release of Information.....	105
3. Verification Methodology .....	105
A. Income [MTW 10.A.01] .....	105
B. Assets [MTW 10.P.19].....	107
C. Deductions .....	107
D. Criminal History .....	108
E. Suitability .....	109
F. Waiting List Preference .....	109
G. Verification Document Requirements.....	109
H. File Documentation.....	109
4. Resident Information.....	109
A. Verification of Legal Identity.....	109
B. Social Security Numbers .....	110
C. Citizenship or Eligible Immigration Status.....	111
D. Documentation of Age .....	111
E. Verification of Disability .....	112
F. Verification of Relationships .....	112
<b>Chapter 9: Leasing and Inspections.....</b>	<b>114</b>
1. Overview .....	114
2. The Dwelling Lease .....	114
A. Lease Execution.....	114
B. Modifications to the Lease .....	114
3. Inspection Types [MTW 3.A.03].....	114
A. Move-In Inspections .....	115
B. Annual/Biennial Inspections.....	115
C. Move-Out Inspections.....	115
D. Special Inspections.....	115
E. Other Inspections .....	115
4. Entry into Units .....	115
A. Non-Emergency Entries .....	115
B. Emergency Entries .....	116
5. Scheduling of Inspections.....	116
6. Inspection Results .....	117
A. Emergency Repairs .....	117
B. Non-Emergency Repairs .....	117
C. Resident-Caused Damages.....	117
D. Housekeeping .....	117



7. Lockouts .....	118
8. Air Conditioners .....	118
<b>Chapter 10: Transfers .....</b>	<b>119</b>
1. Overview .....	119
2. Types of Transfers.....	119
A. Domestic Violence Transfers.....	119
B. Reasonable Accommodation under the Americans with Disabilities Act (ADA).....	119
C. Management Transfers (the following are types of management transfers) .....	119
3. Transfer Priority .....	122
4. Transfers and Deposits.....	122
5. Approval/Denial .....	122
6. Mandatory Transfers.....	123
7. Resident Vacate .....	123
<b>Chapter 11: Community Service Requirement .....</b>	<b>124</b>
1. Overview .....	124
2. Community Service Requirement .....	124
A. Requirements of the Program.....	124
B. Time Frame for Participation .....	125
C. Self-Sufficiency Activity .....	125
D. Community Service .....	125
E. Exemption from the CSR .....	126
F. SHA's Obligations .....	127
<b>Chapter 12: JobLink.....</b>	<b>128</b>
1. Purpose .....	128
2. Eligibility .....	128
3. Coordination of Support Services .....	129
4. Comprehensive Case Management.....	129
5. Financial Supports .....	130
6. Participation Requirements.....	130
7. Successful Program Completion.....	130
8. Contract Termination .....	131
9. Post JobLink Participation .....	131
10. Grievances .....	131
11. Addendums .....	131
<b>Chapter 13: Assistance Animals and Pets .....</b>	<b>132</b>
1. Overview .....	132
2. Assistance Animals .....	132
A. Reasonable Accommodation for Assistance Animals .....	132
B. Assistance Animal Registration .....	133
3. Pets [MTW 5.P.04] .....	133
A. Types of Allowable Pets .....	133
B. Pet Registration.....	134
C. Area Restrictions .....	134



4. Care of Assistance Animals and Pets .....	134
5. Visiting or Temporary Animals .....	135
6. Death or Abandonment.....	135
<b>Chapter 14: Terminations .....</b>	<b>136</b>
1. Overview .....	136
2. Mutual Termination Agreements .....	136
3. Resident Voluntarily Terminates Lease .....	136
4. Mandatory Lease Terminations .....	137
A. Failure to Provide Consent .....	137
B. Failure to Maintain One Person in the Household with Eligible Citizenship Status .....	137
C. Failure to Document SSNs .....	137
D. Failure to Accept Offer of a Lease Revision.....	138
E. Methamphetamine Conviction .....	138
F. Lifetime Registered Sex Offenders .....	138
G. Non Compliance with Community Service .....	138
H. Death of Head of Household in Multiple Member Household.....	138
I. Death of Sole Family Member .....	138
J. Full-Time Students .....	138
K. Failure to Comply with Recertification Requirements.....	139
L. Unit Abandonment.....	139
5. Discretionary Lease Terminations.....	139
A. Drug Crime On or Off the Premises .....	139
B. Illegal Use of a Drug .....	139
C. Threat to Other Residents .....	139
D. Furnishing False or Misleading Information Re: Illegal Drug Use, Alcohol Abuse or Rehab .....	140
E. Other Serious or Repeated Lease Violations .....	140
F. Other Good Cause .....	140
G. Consideration of Circumstances/Mitigating Situation .....	140
6. Termination of Assistance, Total Tenant Payment Equals Market Rent .....	142
7. Terminations Related to VAWA .....	142
A. Documentation of Abuse .....	143
B. Terminating or Evicting a Perpetrator of Domestic Violence .....	143
8. Lease Termination Notices .....	144
A. Terminations Related to Disqualifying Conduct .....	144
B. Lease Termination Notice.....	144
C. Timing of the Notice.....	144
D. Notice of Nonrenewal Due to Community Service Noncompliance .....	145
E. Notice of Termination Based on Citizenship Status .....	145
9. Storage and Disposal upon Termination .....	145
A. Storage of Resident's Items upon Physical Eviction .....	145
B. Disposal of Deceased Tenant's Property .....	146
C. Abandoned Personal Property.....	146
10. Eviction.....	146
<b>Chapter 15: Informal Hearings and Grievances .....</b>	<b>147</b>



1. Overview .....	147
2. Informal Hearings for Applicants.....	147
3. Grievance Hearings for Low Income Public Housing Residents .....	148
A. Informal Settlement of Grievance .....	148
B. Requesting a Formal Grievance Hearing.....	149
C. Hearing Officer .....	149
D. Escrow Deposits for Grievances for Non-Payment of Rent.....	150
E. Expedited Grievance .....	150
F. Grievance Hearing.....	150
G. Failure to Appear .....	152
H. Grievance Hearing Decision .....	152
4. Informal Hearings for Noncitizens.....	152
A. United States Citizenship and Immigration Service Appeals for Noncitizens .....	153
B. SHA Informal Hearing for Noncitizen Applicants.....	153
C. Informal Hearing Procedures for Residents .....	154
5. Continuances .....	154
<b>Chapter 16: Program Administration .....</b>	<b>155</b>
1. Overview .....	155
2. Program Integrity .....	155
A. Program Violations .....	155
B. Fraud.....	155
C. Penalties for Fraud and Program Violations.....	156
3. Repayment Agreements .....	156
A. Security Deposits and Non Refundable Fees .....	156
B. Repayment Policy .....	157
C. Repayment Guidelines .....	157
D. Due Dates .....	157
E. Record Keeping.....	158
F. Applicants Owing Debts to SHA .....	158
4. Record Retention.....	158
5. Privacy Act Requirements.....	158
A. Confidentiality.....	159
B. Upfront Income Verification (UIV) Records .....	159
C. Criminal Records.....	160
D. Medical/Disability Records.....	160
6. Security Deposits and Non-Refundable Fees .....	160
7. Payment & Deposit Controls.....	161
8. Utility Allowances [MTW 10.P.12] .....	161
A. Utility Allowance Revisions [MTW 10.P.15, MTW 11.P.01] .....	162
B. Surcharges for SHA-Furnished Utilities .....	162
C. Notice Requirements .....	162
9. Posting of Policies, Rules, and Regulations.....	163
10. Passbook Savings Rate.....	163
11. Minimum Heating Standards.....	163
12. Over income Household policy .....	163



<b>Appendix 1: Lease Addendums.....</b>	<b>165</b>
1. Admonishment Lease Addendum .....	165
2. Criminal Activity & Lease Violations.....	165
3. Fire Policy and Smoke Detectors.....	165
A. Restitution .....	165
B. Termination .....	165
C. Request for Hearing .....	166
D. Smoke Detectors.....	166
4. Lead-Based Paint.....	166
A. Reporting Requirements for Children with Environmental Intervention Blood Lead Level 166	
B. Information to Tenants.....	166
C. Ongoing Lead-Based Paint Maintenance .....	166
5. Moisture, Mold, and/or Fungus in Units.....	167
6. No Smoking Policy .....	167
7. Notice of Occupancy Rights under the Violence Against Women Act (2016) .....	168
8. Pest Control.....	168
9. Acceptance of a unit with UFAS-Accessible Features.....	168
10. Additional Security Devices Policy .....	169
11. Assistance Animal Policy Lease Addendum .....	169
12. Fence Policy .....	169
13. Home Based Businesses.....	169
14. Live-In Aide Lease Addendum.....	171
15. Parking Policy.....	171
16. Pet Policy Lease Addendum.....	171
17. Resident Oxygen Use Policy and Oxygen User Acknowledgement of Risk .....	171
18. Right Sizing Pilot Program.....	172
20. SSHP Pet Policy Lease Addendum .....	172
<b>Appendix 2: Moving to Work (MTW) Activities.....</b>	<b>173</b>
<b>Appendix 3: Emergency Transfer Plan (VAWA).....</b>	<b>176</b>
<b>Appendix 4: Operations during the COVID-19 State of Emergency.....</b>	<b>179</b>
1. Policy changes .....	179
2. Income Verification .....	179
3. Annual and Triennial Certifications .....	180
4. Hold Harmless Policy for Unreported and Under-reported income.....	180
5. Interim Certifications .....	180
6. Inspections .....	181
7. JobLink.....	181
8. Admissions .....	181
9. Resident Council Elections .....	181
10. Community Service and Self-Sufficiency Requirement .....	181
11. Enterprise Income Verification (EIV) Monitoring.....	181



## Chapter 1: Overview of Seattle Housing Authority and its Admissions and Continued Occupancy Policy (ACOP)

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**MTW Activities Used in this Chapter:** Seattle Housing Authority has implemented combined program management for project-based vouchers and public housing in communities operating both subsidy types.

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### 1. Overview

Seattle Housing Authority (SHA) is a nationally recognized Public Housing Agency (PHA) that provides affordable housing throughout the City of Seattle through a multitude of housing programs. SHA is an industry leader in leveraging funding from various sources to sustain and enhance the affordable housing opportunities for families and individuals in Seattle. SHA's housing programs are primarily funded through the U.S. Department of Housing and Urban Development's (HUD) Public Housing program, but also receive financial support through the Low Income Housing Tax Credit program (LIHTC), City of Seattle Housing Levy, Washington State Department of Commerce financing, the HUD HOME program, numerous other funders, and resident rent payments. SHA also supports a wide range of community services for residents, including employment services, educational opportunities, case management, and youth activities.

The Admissions and Continued Occupancy Policy (ACOP) outlines SHA's policies for the Public Housing program. Policies and management plans for other SHA housing programs are found elsewhere: Policies for Low Income Housing Tax Credit (LIHTC) units have been established by the Washington State Housing Finance Commission, and LIHTC properties are further governed by allocation documents; HUD HOME units are administered by HOME documents; policies for the Housing Choice Voucher (HCV) program are found in the HCV Administrative Plan.

### 2. Mission and Values

#### A. Mission

The mission of Seattle Housing Authority is to enhance the Seattle community by creating and sustaining decent, safe, and affordable living environments that foster stability and increase self-sufficiency for people with low incomes.

#### B. Values

As stewards of the public trust, we pursue our mission and responsibilities in a spirit of service, teamwork, and respect. We embrace the values of excellence, collaboration, innovation, and appreciation.



### 3. About Seattle Housing Authority

#### A. History

Seattle Housing Authority has been providing housing options for Seattle's low income, disabled, and senior residents since 1939, when it first implemented the Low Income Public Housing program. In 1974, SHA implemented the rental assistance program that later became known as the Housing Choice Voucher program. In 1981, SHA established the Seattle Senior Housing Program, creating an additional 1,200 units for low income seniors. During the 1990s, SHA undertook substantial revitalization and development efforts which were financed through grants awarded from HUD's HOPE VI program, and from funding arising out of the Low Income Housing Tax Credit program. In 2006, SHA implemented homeWorks, a five-year program to renovate 21 high rise buildings, extending the service life of the infrastructure, and providing an enhanced living environment for residents.

#### B. Participation in the Moving to Work Demonstration Program

In 1996, SHA was selected by HUD to participate in the Moving to Work (MTW) demonstration program, providing broad authority to implement changes to the Public Housing program which increased applicant choice, encouraged family self-sufficiency, and decreased administrative costs.

SHA has used its MTW authority to strategize and implement a variety of alternatives to HUD's standard program requirements. Wherever applicable throughout the ACOP, SHA has cited the approved MTW activities that have resulted in waiving HUD regulations. SHA is otherwise responsible for complying with all HUD regulations pertaining to the Public Housing program where the authority to establish alternative policies and procedures has not been authorized by MTW authority.

### 4. Organization

#### A. Board of Commissioners

Seattle Housing Authority is governed by a seven-member Board of Commissioners, two of whom are housing authority residents. The Mayor of Seattle appoints the board members subject to confirmation by the Seattle City Council. The Board of Commissioners is responsible for approving the agency's annual budget and for setting policy. Seattle Housing Authority's Executive Director is appointed by the Board.

#### B. Housing Programs

SHA's housing programs are organized into six portfolios administered by the Department of Housing Operations. These include Low Income Public Housing (LIPH), known herein also as the Public Housing program; Scattered Sites; Seattle Senior Housing Program (SSHP); HOPE VI communities (High Point, NewHolly and Rainier Vista, Lake City Court, Yesler Terrace Portfolio); Special Portfolio; and partner housing. The majority of SHA's housing has multiple funding sources, with the most common being HUD public housing and Low Income Housing Tax Credit combination. Additionally, SHA administers a small number of market rate units that receive no subsidy from any source. The multifamily communities (Bayview Tower and Market Terrace) are regulated by HUD Handbook 4350.3, Occupancy Requirements of Subsidized



Multifamily Housing Programs. A more detailed description of each housing program is provided in the [Terminology Appendix](#) to this chapter.

## C. Funding Types and Regulatory Authority

SHA's housing programs receive funding from a variety of sources as noted below, and are subject to the applicable rules and regulations of the funding sources.

## D. Public Housing

SHA receives funds for the Public Housing program from HUD through the Moving to Work Block Grant, which combines a public housing operating subsidy, capital funds, and other HUD funds. These funds pay for the ongoing operations of public housing, as well as ongoing capital maintenance. Families who rent units in the Public Housing program pay approximately 30% of their income for rent and utilities.

HUD and SHA execute an Annual Contributions Contract (ACC) for each public housing unit. The ACC requires SHA to administer each unit in accordance with the 1937 Housing Act, the Code of Federal Regulations (CFR), Public and Indian Housing (PIH) Notices, the Public Housing Occupancy Guidebook, and the MTW Agreement and Plan.

In addition to public housing, SHA receives other grants from HUD that are managed in accordance with the regulatory sources noted above, as well as any applicable Notices of Funding Availability (NOFA).

## E. Low Income Housing Tax Credits (LIHTC)

The Low Income Housing Tax Credit (LIHTC) program provides incentives to housing developers and investors for construction, rehabilitation, and acquisition of affordable rental housing. Federal housing tax credits are awarded to owners and developers of qualified projects. Owners typically sell the credits to investors to raise capital which, in turn, reduces the debt that the owner would otherwise have to assume. As a result, the debt is lower and a tax credit property can offer affordable rents.

Although there is no ongoing funding related to the Tax Credit program, units must remain in compliance with all applicable laws and regulations. SHA has created numerous partnerships with local developers and administers the program on their behalf in full regulatory compliance after the units have been developed.

The Internal Revenue Service (IRS) is the oversight agency responsible for the Tax Credit program, but the Washington State Housing Finance Commission (WSHFC) serves as the administrator for all SHA Tax Credit units. Section 42 of the Internal Revenue Code, IRS revenue rulings and the WSHFC manual are the primary operations references for the SHA Tax Credit units. In addition, the HUD Handbook 4350.3, Occupancy Requirements of Subsidized Multifamily Housing Programs is also applicable. Policies for the LIHTC program are not included in this document.

## F. Project Based Vouchers

The Section 8 Housing Choice Voucher (HCV) Project Based Voucher program (PBV) allows SHA to attach part of its overall HCV subsidy to specific units or projects. SHA then pays a Housing Assistance Payment (HAP) on behalf of the resident to the landlord of the unit. The



resident pays approximately 30% of their income to the owner. In some instances, SHA may also be the owner or have an ownership interest in the PBV unit.

PBV units are administered in accordance with the 1937 Housing Act, the Code of Federal Regulations, Public and Indian Housing (PIH) Notices, and either the Housing Choice Voucher Guidebook or the Public Housing Occupancy Guidebook as applicable, and the MTW Agreement and Plan.

### **G. Streamlined Low Income Housing Program (SLIHP) [MTW 15.A.01]**

As two distinct HUD programs, the Project Based Voucher program (PBV) and Low Income Public Housing (LIPH) programs can cause confusion among staff, applicants and residents, as they are administered differently, though may operate in the same SHA-owned communities. In order to minimize confusion, align policies, and increase efficiencies, PBV units located in SHA owned and managed properties will be subject to the same treatment as LIPH units as part of the Streamlined Low Income Housing Program (SLIHP). SLIHP allows SHA to apply certain public housing rules to each PBV unit and will operate seamlessly from the perspective of tenants and applicants.

### **H. HOME**

The HOME program, overseen and monitored by HUD, provides formula grants to states and municipalities for a range of affordable housing activities. Several SHA communities have units with HOME funds awarded by the City of Seattle Office of Housing. Each SHA community that receives HOME funds has a minimum number of rental units designated as HOME-assisted. HUD has the Participating Jurisdiction (PJ) to oversee the HOME program at the local level.

HUD requires SHA to administer any HOME unit in accordance with the Multifamily Title II of the Cranston-Gonzalez National Affordable Housing Act, the Code of Federal Regulations, and the written agreement between SHA and the City of Seattle Office of Housing.

### **I. City of Seattle Funding**

The City of Seattle has utilized funding leveraged through bond and levy financing to create additional affordable housing options. The City of Seattle and SHA have partnered together to create and revitalize certain units with this funding stream. Units funded through bond and levy financing are governed by regulatory agreements with the City of Seattle. The City of Seattle has a Housing Levy Oversight Committee that is responsible for monitoring the progress of the affordable housing units and providing reports to the Mayor and City Council.

### **J. HOPE VI/Choice Neighborhoods**

HUD created the HOPE VI program in the mid-1990s to provide funding to PHAs to revitalize severely distressed public housing. SHA created multiple mixed-income, mixed-finance communities utilizing the HOPE VI grants. In the early 2010s, HUD created the Choice Neighborhoods program as a successor to the HOPE VI program. SHA is also redeveloping communities within its public housing portfolio utilizing the Choice Neighborhoods grants.

HOPE VI and Choice Neighborhoods communities receive funding through public housing as well as from other mixed finance sources. As a result of the numerous types of funding combinations that are leveraged for each HOPE VI community, the applicable program



regulations vary significantly. In some cases, such as for the market rate units, there are no regulations that apply to the units.

HOPE VI and Choice Neighborhood programs are governed by the Mixed Finance Annual Contributions Contracts, Regulatory Agreements, and the Management Agreement for each individual community.

## K. Mixed Finance Communities

SHA is recognized nationally for maximizing the usage of various available affordable housing funding mechanisms. Combining funding has created additional affordable housing opportunities that may otherwise not have been developed. When two or more financing types are combined within a community, the community or unit is known as a mixed finance community or unit. As a result, there may be multiple sources of funding within SHA communities, including tax credit units, public housing units, project based voucher/tax credit units, and HOME/PBV units.

When funding types are combined, the complexity of applying the correct policy required by the funder is increased. Generally, when there are multiple types of subsidy in one unit, the most restrictive requirement must apply.

## 5. Overview of the ACOP

The Admissions and Continued Occupancy Policy (ACOP) contains SHA's body of policies for its Public Housing program, created in accordance with all applicable laws and regulations. All policies and revisions that establish the administration of SHA programs must be adopted by the Housing Authority's Board of Commissioners by resolution.

The ACOP does not include policies for other SHA housing programs, which are variously subject to a variety of state and federal regulations, regulatory handbooks and guidebooks, HUD notices, management plans, Regulatory and Operating Agreements, and applicable state and local laws.

Policies in the ACOP may be revised as necessary to comply with changes in housing program regulations, MTW authority, and best practices. The original policy and any significant changes are approved by SHA's Board of Commissioners and submitted to HUD for review if required.



## Appendix A: Program Overview

SHA PROGRAM NAME	APPLICABLE FUNDING TYPE(S)	REGULATORY PROGRAM NAME(S)
Bayview Tower and Market Terrace	Section 8 Project Based Rental Assistance	PBRA (HUD-Office of Housing)
Choice Neighborhoods	Public Housing, Low Income Housing Tax Credit, Project Based Vouchers, City of Seattle Housing Levy	Choice Neighborhoods (HUD-PIH) Public Housing (HUD - PIH) Tax Credit (IRS/WSHFC) PBV/HCV (HUD - PIH)
HOME	HOME	HOME (HUD - CPD)
homeWorks (High Rises)	Public Housing, Low Income Housing Tax Credit	Public Housing (HUD - PIH) Tax Credit (IRS/WSHFC)
HOPE VI	Public Housing, Low Income Housing Tax Credit, Project Based Vouchers, City of Seattle Housing Levy	HOPE VI (HUD - PIH) Public Housing (HUD - PIH) Tax Credit (IRS/WSHFC) PBV/HCV (HUD - PIH) HOME (HUD - CPD)
Housing Choice Vouchers in Mixed Finance Communities	Housing Choice Voucher	HCV (HUD-PIH)
Impact Property Management	HOPE VI, Mixed Finance and Special Portfolio	HOPE VI (HUD) Public Housing (HUD) Tax Credit (IRS/WSHFC) PBV/HCV (HUD)



SHA PROGRAM NAME	APPLICABLE FUNDING TYPE(S)	REGULATORY PROGRAM NAME(S)
Low Income Public Housing (LIPH)	Public Housing	Public Housing (HUD - PIH)
Mixed Finance	Public Housing, Low Income Housing Tax Credit, Project Based Vouchers	HOPE VI (HUD - PIH) Public Housing (HUD - PIH) Tax Credit (IRS/WSHFC) PBV (HUD - PIH) HOME (HUD - CPD)
Scattered Sites	Public Housing	Public Housing (HUD - PIH)
Seattle Senior Housing Program (SSHP)	Public Housing, Low Income Housing Tax Credit, City of Seattle Housing Levy	Public Housing (HUD -PIH) Tax Credit (IRS/WSHFC) Seattle Senior Housing Program (City of Seattle)
Special Portfolio	HOME, Low Income Housing Tax Credit, Project Based Vouchers and/or Project Based Rental Assistance	HOME (HUD - CPD) Tax Credit (IRS/WSHFC) PBV/HCV (HUD – PIH) PBRA (HUD - Housing)
Streamlined Low Income Public Housing Program (SLIHP)	Project Based Vouchers in SHA owned and managed properties	PBV/HCV (HUD-PIH) Public Housing (HUD-PIH)



## Appendix B: Terminology

TERM	DEFINITION
Accessible Unit	A unit that can be approached, entered and used by a person with a disability. Some accessible units are configured in accordance with Uniform Federal Accessibility Standards (UFAS).
Actual and Imminent Threat	A physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur (see <a href="#">Fair Housing and Violence Against Women Act (VAWA) chapter</a> ).
Adjusted Income	Annual income minus any allowable deductions.
Admission	Admission to the program is the effective date of the initial lease.
Affiliated Individual	With respect to an individual, a spouse, parent, brother, sister, or child of that individual, or a person whom that individual stands in the place of a parent or guardian, or any individual, tenant, or lawful occupant living in the household of that individual (see <a href="#">Fair Housing and Violence Against Women Act (VAWA) chapter</a> ).
Annual Income	The anticipated total annual income from all sources for purposes of determining rent.
Applicant	A family that has applied for admission to a program, but is not yet admitted.
Area Median Income (AMI)	HUD establishes an Area Median Income level and a set of resulting income limits for each geographical area of the U.S. Housing agencies use the income limits to determine the eligibility of applicants to receive housing assistance.



TERM	DEFINITION
Auxiliary Aids	Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs and activities.
Available Unit	A vacant public housing unit that is not otherwise committed to a current public housing resident which is to be filled by an applicant from a waiting list.
Bifurcate	To divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the Public Housing program and state or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.
Business Day	A day corresponding with SHA's working schedule.
Certification	The process of determining a family's initial eligibility to receive housing benefits and to calculate the family's share of the rent.
Child	A member of the family other than the head of household or spouse who is under 18 years of age.
Child Care Expenses	Amounts paid by the family for the care of minors under 13 years of age where such care is necessary to enable a family member to be employed, to actively seek employment, or further their education.
Citizen	A citizen or national of the United States.
Code of Federal Regulations (CFR)	The code of federal regulations contains policies that must be implemented and adhered to by administrators of federally funded programs.
Co-Head	An individual in the household who is equally responsible for the lease with the Head of Household.



TERM	DEFINITION
Common Area	All areas open to the public, including but not limited to entryways, community patios or balconies, roof terraces, lobbies, hallways, elevators, management offices, public restrooms, community rooms, community kitchens, parking garages and carports, and any other area of the building that is accessible to employees, residents and guests.
Dating Violence	Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim AND where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship (see <a href="#">Fair Housing and Violence Against Women Act (VAWA) chapter</a> ).
Dependent	A member of the household other than the head, spouse or co-head who is under 18 is a person with disabilities or is a full-time student.
Designated person (death of sole member)	A person designated by a tenant in a sole member household to act for the tenant in the event of the tenant's death. Designations may be changed by the tenant at any time, must be in writing, separate from the rental agreement, and include: (i) the designated person's name, mailing address, any address used for the receipt of electronic communications, and telephone number; (ii) A signed statement authorizing the landlord in the event of the tenant's death when the tenant is the sole occupant of the dwelling unit to allow the designated person to: Access the tenant's dwelling unit, remove the tenant's property, receive refunds of amounts due to the tenant, and dispose of the tenant's property consistent with the tenant's last will and testament and any applicable intestate succession law; and (iii) A conspicuous statement that the designation remains in effect until it is revoked in writing by the tenant or replaced with a new designation. Once the landlord or the designated person knows of the appointment of a personal representative for the deceased tenant's estate or of a person claiming to be a successor of the deceased tenant who has provided the landlord with proof of death and an affidavit made by the person that meets the requirements of RCW 11.62.010(2), the designated person's authority to act under this section terminates.



TERM	DEFINITION
Disability Assistance Expense	Reasonable expenses for attendant care and auxiliary apparatus for a disabled family member that enables a household member, including the disabled member, to work.
Disabled Family	A family whose head, spouse, co-head or sole member is a person with a disability.
Disabled Person (for ADA Purposes)	Any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such an impairment.
Disabled Person (for HUD Deductions)	<p>As defined in 24 CFR 5.403, a person with disabilities, means a person who:</p> <ul style="list-style-type: none"> <li>• Has a disability as defined in Section 223 of the Social Security Act;</li> <li>• Is determined by HUD regulations to have a physical, mental or emotional impairment that: <ul style="list-style-type: none"> <li>○ Is expected to be of long, continued, and indefinite duration;</li> <li>○ Substantially impedes their ability to live independently; and</li> <li>○ Is of such a nature that such ability could be improved by more suitable housing conditions; or</li> </ul> </li> <li>• Has a developmental disability as defined in Section 102 of the Developmental Disabilities Assistance and Bill of Rights Act.</li> </ul>



TERM	DEFINITION
Domestic Violence	<p>Felony or misdemeanor crimes of violence committed by:</p> <ul style="list-style-type: none"> <li>• A current or former spouse or intimate partner of the victim;</li> <li>• A person with whom the victim shares a child in common;</li> <li>• A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;</li> <li>• A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies; and/or</li> <li>• Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.</li> </ul> <p>The term <i>spouse or intimate partner of the victim</i> includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship (see <a href="#">Fair Housing and Violence Against Women Act (VAWA) chapter</a>).</p>
Elderly Family	A family whose head, spouse, co-head or sole member is a person who is at least 62 years of age.
Elderly Person	An individual who is at least 62 years of age.
Eligibility	The collective attributes of an individual or family that qualify them to receive housing assistance as required by statute, regulation, and SHA policies; which generally include an income within program limits, being a US citizen or having eligible immigration status, not owing debt to SHA or other housing agencies, and not having any specifically prohibited criminal history.
Emancipated Minor	Minor at least 16 years of age with a certified copy of a court document(s) stating emancipation.



TERM	DEFINITION
Emergency	Conditions in the resident's unit, building or at the site pose an immediate, verifiable threat to the life, health or safety of the resident or family members.
External Emergency Transfer	An emergency relocation of a tenant to another unit where the tenant would be categorized as a new applicant; that is, the tenant must undergo an application process in order to reside in the new unit.
Extremely Low Income Family	<p>A very low-income family whose annual income does not exceed the higher of:</p> <ul style="list-style-type: none"> <li>• The poverty guidelines established by the Department of Health and Human Services applicable to the family of the size involved (except in the case of families living in Puerto Rico or any other territory or possession of the United States); or</li> <li>• 30% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the area median income for the area if HUD finds that such variations are necessary because of unusually high or low income family incomes.</li> </ul>
Family	<p>Family, as defined by HUD includes, but is not limited to, the following:</p> <ul style="list-style-type: none"> <li>• A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or</li> <li>• A group of persons residing together, and such group includes, but is not limited to: <ul style="list-style-type: none"> <li>○ A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);</li> <li>○ An elderly family;</li> <li>○ A near-elderly family;</li> <li>○ A disabled family;</li> <li>○ A displaced family;</li> <li>○ The remaining member of a tenant family; or</li> </ul> </li> </ul>



TERM	DEFINITION
	<ul style="list-style-type: none"> <li>Two or more persons who have a history of living together and sharing resources to meet the needs of the household.</li> </ul>
Fair Housing Act	Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988.
Full-Time Student	A person who is attending school or vocational training on a full-time basis (carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended).
Good Standing	Household is in compliance with the terms of their Dwelling Lease and SHA policies and house rules.
Head of Household	The adult member (or emancipated minor) of the family who is responsible for the lease and is designated the head of the household for purposes of determining income eligibility and rent.
HOME	HUD provides SHA with formula grants to fund a wide range of activities, including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low income people. HUD has the Participating Jurisdiction (PJ) to oversee the HOME program at the local level.
Homeless	<p>An applicant household that:</p> <ul style="list-style-type: none"> <li>Is living on the street, in an emergency shelter, or in a transitional housing facility; or</li> <li>Is an active client of a case-management program serving the homeless; or</li> <li>Has met one of these two conditions within the 12-month period prior to their eligibility determination.</li> </ul> <p>Applicants living temporarily with family and/or friends are not considered homeless for the purpose of claiming priority under this policy.</p>
HOPE VI	SHA received a number of HOPE VI grants from HUD, which helped to finance the revitalization of several SHA communities



TERM	DEFINITION
	along with other funding sources. The administration of all public housing units within HOPE VI communities is subject to the ACOP.
Household	Can include additional people who are not members of the family, but who with SHA's permission, live with the family in a public housing unit, such as live-in aides, foster children, and foster adults.
Housing Choice Voucher (HCV) Program	The Housing Choice Voucher provides rental assistance to low income families to rent units in the private market. Families pay up to 40% of their income for rent and utilities, and SHA pays the remainder.
Housing Operations (Department of)	The business unit that administers SHA's various housing programs.
Impact Property Management	SHA's Impact Property Management (IPM) division operates under the Department of Housing Operations and is responsible for administering the HOPE VI and Special Portfolios.
Income	See definition of income in 24 CFR 5, Subpart F.
Income Limits	See Area Median Income.
Interactive Process	Related to reasonable accommodations, a conversation or series of conversations between the person making the request and the person receiving the request in order to find the appropriate accommodation.
Interest Card	In some cases applicants may submit an interest card to request placement on the waiting list of their choice.
Internal Emergency Transfer	An emergency relocation of a tenant to another unit where the tenant would not be categorized as a new applicant; that is, the tenant may reside in the new unit without having to undergo an application process.



TERM	DEFINITION
Interpretation	Words spoken in English that are simultaneously converted into words in a participant's language or, written text in English that is read to a participant in their chosen language.
Interpreter	The person who provides interpretation and/or translation.
Language Line	This is an on-demand telephonic interpreter service that provides professional interpreter quality service.
Lease	A written agreement between an owner and an eligible family for the leasing of a housing unit.
LEP Committee	A committee comprised of representatives appointed by the director from each of the following SHA departments: Housing Operations, Finance and Administration, Communications, Legal, and Housing Choice Voucher. The committee meets annually to review and assess the operation of this policy and the list of Vital Documents.
Limited English Proficiency (LEP)	Participants, for whom English is not their primary or native language and have limited ability to read, write, speak and/or understand English.
Literally Homeless	Persons who are literally homeless include people who at program entry or program exit are in one of the following: <ul style="list-style-type: none"> <li>• Places not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; A supervised publicly or privately operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, State, or local government programs for low income individuals or by charitable organizations, congregate shelters, and transitional housing for homeless persons);</li> <li>• A hospital or other institution, if the person was sleeping in an emergency shelter or other place not meant for human habitation (cars, parks, streets, etc.) immediately prior to entry into the hospital or institution; or</li> <li>• Fleeing a domestic violence situation.</li> </ul>



TERM	DEFINITION
Live-In Aide	<p>A person who resides with an elderly person, near-elderly person or disabled person, and who:</p> <ul style="list-style-type: none"> <li>• Is determined to be essential to the care and well-being of the person;</li> <li>• Is not obligated for the support of the person; and</li> <li>• Would not be living in the unit except to provide necessary supportive services.</li> </ul>
Low Income Family	A family whose income does not exceed 80% of the area median income (AMI), but whose income is greater than 50% of AMI.
Low Income Housing Tax Credits (LIHTC)	The LIHTC program was established as part of the Tax Reform Act of 1986 and is commonly referred to as section 42, the applicable section of the Internal Revenue Code (IRC). The LIHTC program provides tax incentives to encourage individual and corporate investors to invest in the development, acquisition, and rehabilitation of affordable rental housing. Housing units developed under this program are subject to income and rent limits.
Low Income Public Housing (LIPH) High Rises	SHA communities traditionally known as LIPH High Rises are funded by the Public Housing program, and 21 properties within the LIPH High Rises have Low Income Housing Tax Credit combined with public housing and are now known as homeWorks communities.
Medical Expenses	Medical expenses, including medical insurance premiums, which are not covered by insurance or reimbursed from other sources.
Minimum Rent	The minimum amount of rent a resident must pay to SHA regardless of income.
Mixed Family	A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.
Mixed Finance	A community or unit that has more than one funding source.



TERM	DEFINITION
Monthly Adjusted Income	1/12 of the Adjusted Income.
Monthly Income	1/12 of the Annual Income.
Moving to Work (MTW)	A demonstration program created by HUD. SHA began participating in MTW in 1998. The MTW demonstration allows SHA to waive certain federal regulations and implement local policies instead.
MTW Block Grant	The combination of public housing operating, capital and HCV funding.
National	A native of an American territory or possession who may or may not be a U.S. citizen.
Near Elderly Family	A family whose head, spouse, co-head or sole member is a person who is at least 50 years of age but below the age of 62.
Net Family Assets	Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment.
Noncitizen	A person who is neither a citizen nor national of the United States.
Occupancy Standards	Standards established by SHA to determine the appropriate number of bedrooms for families of different size and composition.
Official SHA Documents	These are documents and correspondence originated by SHA that contain information related to the participant's ability to obtain housing, continue occupancy in SHA housing, and/or receive housing assistance. These documents include but are not limited to, Vital Documents.
Over Income Family	A family or individual who exceeds the applicable income limit at the time of initial eligibility and/or those who exceed the applicable maximum income limit while occupying a unit.



TERM	DEFINITION
Participant	Persons who are applicants and/or residents of SHA owned and operated housing.
Partner Units	Partner housing units are administered under the Project Based Voucher and Moderate Rehabilitation programs, and are owned and managed by a number of different housing agencies, including local nonprofits and SHA's Impact Property Management division. They come in a range of bedroom sizes and are located in multi-family buildings and apartment buildings throughout the city.
Pre-Application	Applicants complete and submit a pre-application to the LIPH and SSHP programs to request placement on the waiting list(s).
Preference	An attribute of an application which gives it priority consideration for admission under SHA policy. All applications with a preference shall be considered for housing prior to all non-preference applications.
Priority	Applicants who qualify for a preference (as defined above) have priority on the waiting list over applicants who do not qualify for a preference. In SSHP, applicants have different levels of priority depending on how multiple preferences aggregate.
Project Based Rental Assistance (PBRA) Program	SHA has entered into a multi-year contract with HUD to provide Section 8 Project Based Rental Assistance for certain properties. Eligible tenants pay 30% of their income for rent, but the subsidy remains with the property if the tenant moves out. The ACOP does not include policies for PBRA.
Project Based Voucher Program	SHA has attached a number of Vouchers from its Housing Choice Voucher program to specific housing units that owners have agreed to set-aside for low income persons. The Vouchers are attached to the unit and remain with the property if the tenant moves out. The ACOP does not include policies for the Project Based Voucher program.
Public Housing	The Public Housing program is administered by SHA under regulations established by HUD. Policies for public housing are published in the ACOP.



TERM	DEFINITION
Public Housing Agency (PHA)	Any state, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development and/or operation of housing for low income families.
Ranking Preference	Ranking preferences establish a hierarchy of applicants within the waiting list preference categories.
Reexamination	Residents of public housing units are required to complete a regular reexamination of income and family composition. Also known as a recertification or annual review.
Resident	A tenant of an SHA community with an acknowledged and approved lease; a participant in an SHA program living in an SHA community; a tenant of an SHA community.
Safe Unit	A unit that the victim of domestic violence, dating violence, sexual assault, or stalking believes is safe.
Seattle Senior Housing Program (SSHP)	The Seattle Senior Housing Program is owned and managed by SHA. Residents of this program earn or receive less than 80% of the area median income to qualify, and pay affordable rent within a tiered system, depending on income. The head of household or spouse must be at least 62 years old or disabled.
Security Deposit	A dollar amount to be held during the term of the lease which can be used for unpaid rent or damages to the owner upon termination of the lease.
Sexual Assault	Any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent (see <a href="#">Fair Housing and Violence Against Women Act (VAWA) chapter</a> ).
Single Person	A person living alone or intending to live alone.
Spouse	The marriage partner of the head of the household.
Stalking	Engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's



TERM	DEFINITION
	individual safety or the safety of others or suffer substantial emotional distress (see <a href="#">Fair Housing and Violence Against Women Act (VAWA) chapter</a> ).
State of Emergency	A period during which normal policies and procedures may be suspended or modified in order to continue operations. A state of emergency may be designated by: the President of the United States; the Governor of Washington State; the King County Executive; or the Mayor of the City of Seattle.
Streamlined Low Income Housing Program (SLIHP)	Using MTW authority, residents in a project based unit in a SHA owned and managed community generally follow the Public Housing program rules instead of the Housing Choice Voucher (HCV) rules. Residents of SLIHP units are therefore subject to the ACOP.
Suitability	Characteristics of an applicant household relating to the ability of the members to be a good tenant – specifically, to pay rent when due, to maintain a unit, to live peacefully with neighbors, and to fulfill the terms of their lease agreement. Suitability is measured by objective indicators in a comprehensive background check.
Tenancy	Lawful possession of the unit with or without a lease or rental agreement. When no lease or rental agreement is applicable, tenancy allows SHA to permit designated persons limited access to the identified unit.
Tenant Rent	The amount required to be paid monthly by the family as rent.
Total Tenant Payment	The total amount the rent formula requires the tenant to pay toward rent and utilities.
Translation	Written text in English that is replaced by written text in another language.
Unit	Residential space, as defined in the lease, for the private use of a family.



TERM	DEFINITION
Urgent Need	<p>Persons or groups of persons designated by the Executive Director as urgently in need of housing due to the following circumstances:</p> <ul style="list-style-type: none"> <li>Displaced and in need of replacement housing due to public action, including but not limited to: public improvement projects, code enforcement, change in use of an existing housing facility; and/or</li> <li>Displaced due to fire, earthquake, flood or other disaster that occurred in the twelve months prior to receiving preference.</li> </ul> <p>Preferences granted in this category will be accompanied by a memo from the Executive Director authorizing the same.</p>
US Department of Housing and Urban Development (HUD)	<p>HUD is a federal agency that provides oversight and funding for numerous programs administered by SHA including public housing, housing choice voucher, HOPE VI, Choice Neighborhoods, Multifamily PBRA and the HOME program.</p>
Utility Allowance	<p>SHA's estimate of the average monthly utility bills for an energy-conscious household.</p>
Very Low Income Family	<p>A family whose annual income does not exceed 50% of the area median income, but whose income is greater than 30% of AMI.</p>
Waiting List	<p>A list of families organized according to HUD regulations and PHA policy who are waiting for a unit to become available.</p>
Waiting List Preference	<p>Preferences establish the order of placement on the waiting list.</p>
Warning of Consequences	<p>An attachment to a Vital Document that explains, in several languages, the importance of the Vital Document, the consequences of not responding to the document, and stating that an Interpreter will be provided, if requested, to interpret the document.</p>



## Appendix C: Glossary of Abbreviations

ABBREVIATION	DEFINITION
ABD	Aged, Blind, Disabled. WA state's general assistance program, formerly GAU, then Disability Lifeline (DL)
ACC	Annual Contributions Contract
ADA	Americans with Disabilities Act of 1990
AMI	Area Median Income
CDBG	Community Development Block Grant program
CFR	Code of Federal Regulations
CPD	HUD Office of Community Planning and Development
EIV	Enterprise Income Verification System
FMR	Fair Market Rent
FR	Federal Register
FSS	Family Self-Sufficiency (Program)
FY	Fiscal Year
HAP	Housing Assistance Payment
HCV	Housing Choice Voucher program
HOPE VI	Homeownership and Opportunity for People Everywhere Program – Revitalization of Severely Distressed Public Housing Program
HQS	Housing Quality Standards
HUD	United States Department of Housing and Urban Development



ABBREVIATION	DEFINITION
HUDCLIPS	HUD Client Information and Policy System
IRS	Internal Revenue Service
ITSP	Individual Training and Services Plan
LIHTC	Low Income Housing Tax Credit
MTW	Moving to Work
NOFA	Notice of Funding Availability
OIG	HUD Office of Inspector General
PBRA	Project Based Rental Assistance program
PBV	Project Based Voucher Program
PH	Public Housing
PHA	Public Housing Agency
PHOG	Public Housing Occupancy Guidebook, 2003
PHOH	Public Housing Occupancy Handbook (7465.1)
PIC	PIH Information Center
PIH	HUD Office of Public and Indian Housing
SAVE	Systemic Alien Verification for Entitlements Program
SLIHP	Streamlined Low Income Public Housing Program
SSA	Social Security Administration



ABBREVIATION	DEFINITION
SSHP	Seattle Senior Housing Program
SSI	Supplemental Security Income
TANF	Temporary Assistance for Needy Families
TRACS	Tenant Rental Assistance Certification System
TSAP	Tenant Selection and Assignment Plan
TTP	Total Tenant Payment
UA	Utility Allowance
UFAS	Uniform Federal Accessibility Standard
UPCS	Uniform Physical Condition Standards
VAWA	Violence Against Women Act
WSHFC	Washington State Housing Finance Commission



## Chapter 2: Fair Housing and the Violence Against Women Act (VAWA)

### 1. Overview

This chapter explains the laws and regulations relating to Fair Housing and the Violence Against Women Act.

### 2. Fair Housing and Equal Opportunity

#### A. Affirmative Fair Housing Marketing Policy

SHA shall implement affirmative marketing efforts to promote diversity in buildings of 20 units or more that have become racially identifiable. This will be done by marketing those buildings to underrepresented groups through appropriate community or other newspapers, positive outreach and informational efforts.

##### *Racially Identifiable*

When the percentage of residents of any racial group in an Asset Management Project (AMP) is 20% or more than the average percentage of that racial group in all buildings and the racial group in individual buildings is 50% more than the total average of all minority groups in all buildings, the property shall be designated racially identifiable. When a building is racially identifiable, SHA shall implement its Affirmative Fair Housing Marketing Plan, which consists of the following:

- Newspaper advertisements shall be placed in ethnic, special population and neighborhood newspapers that target under represented populations in the racially identifiable AMP or building(s); and
- SHA shall inform agencies and organizations that serve the underrepresented population(s) of housing opportunities in racially identifiable communities through notices:
  - On the SHA web site;
  - In targeted e-mail messages or letters to specific organizations; and
  - On flyers that provide information about applying to live in those buildings.

Fair Housing training shall be provided to appropriate SHA staff at least annually on federal, state and local fair housing laws and policy.

#### B. Nondiscrimination

All applicant and resident families shall be treated equally in the provision of services and in compliance with all applicable laws and regulations prohibiting discrimination against any protected class, including but not limited to:

- Title VI of the Civil Rights Act of 1964;
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988);
- Executive Order 11063;
- Section 504 of the Rehabilitation Act of 1973;
- The Age Discrimination Act of 1975;



- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern);
- The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the *Federal Register* February 3, 2012;
- The Washington State Law Against Discrimination;
- Victims of domestic violence, dating violence, sexual assault, or stalking;
- King County Fair Housing Ordinance; and
- City of Seattle Open Housing Ordinance.

### **C. Providing Information to Families and Discrimination Complaints**

Applicants or residents who believe they have been subject to unlawful discrimination may notify SHA verbally or in writing. Upon receipt of such notification, SHA will provide the complainant a discrimination complaint form and information on how to complete the form. SHA will investigate and attempt to remedy all discrimination complaints as expeditiously as possible.

### **D. Section 504 of the Rehabilitation Act of 1973; and Title II of the Americans with Disabilities Act**

SHA provides all services in compliance with Section 504 of the Rehabilitation Act of 1973 (504), which requires housing agencies to ensure that persons with disabilities are given an equal opportunity to participate in all federally funded housing programs; and with Title II of the Americans with Disabilities Act (ADA) which extended 504's nondiscrimination policy to apply to all activities of state and local governments, regardless of whether federal funds are provided or not.

This policy affirms Seattle Housing Authority's commitment to operating its programs and activities so that its housing and other resources are readily accessible to, and usable by, qualified disabled individuals in accordance with the Uniform Federal Accessibility Standards (UFAS).

A household that does not require the UFAS accessible features of their unit shall be transferred to an available comparable unit whenever an eligible applicant or existing resident with disabilities needs the accessible features of the unit. See the [Transfers to Make an Accessible Unit Available](#) section in the [Transfers chapter](#).

### **E. Reasonable Accommodations**

The Fair Housing Act requires reasonable accommodations in rules, policies, practices, and services when such accommodation may be necessary to afford a person with a disability the equal opportunity to use and enjoy a program or dwelling.

SHA will ensure, to the extent possible, that persons with disabilities have full access to SHA's programs and services. This responsibility begins with the first inquiry of any person or applicant or representative, or upon SHA's reasonable knowledge of a disability that may require an accommodation. An applicant or a resident may request a reasonable accommodation at any time.



A reasonable accommodation is a change, exception, or adjustment to a policy, practice, or service that is necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common areas. *Reasonable* means that there is a direct connection between the request and the disability, and the request does not create an "undue financial and administrative burden" for SHA or result in a "fundamental alteration" in the nature of the program or service. A fundamental alteration is a modification that alters the essential nature of SHA's operations.

### **Examples of Reasonable Accommodations**

Reasonable accommodations include changes to a policy, program, rule, or procedure; and modifications that are structural in nature (e.g., ramp, wider doors). Examples of these changes and modifications include, but are not limited to, the following:

<b>Examples of Reasonable Accommodations</b>	
<b>General Facility Improvements</b>	
Site access	Parking, loading zones, paths, ramps, exterior signage
Building access	Entrances, exits, signage, elevators, alarms, lighting
Public restrooms	Large stalls, grab bars
Other services	Mailboxes, management offices, etc.
<b>Unit Accessible Features</b>	
Assigned accessible parking	Large designated space, space close to building
Wheelchair access to specific unit	Path, ramp, unit entry, lower peephole
Accessible bathroom	Accessible sink and controls, grab bars, roll-in shower, hand-held shower
Accessible kitchen	Adjustable counters and cabinets, accessible sink, accessible range/oven and refrigerator
Other hardware	Doors, lights, faucets and appliance controls
<b>Assistive Devices and Auxiliary Aides</b>	
Flashing devices	Audio and/or visual for smoke alarms, intercoms and doorbells
Wiring	Dedicated electrical service for substantial medical equipment
<b>Medical Services and Assistive Care</b>	
Live-In Aide	Additional bedroom for an approved Live-in Aide
Additional bedroom	Additional bedroom for kidney dialysis or substantial medical equipment, and/or housing of a size and configuration to accommodate such equipment
<b>Service and Assistance Animals</b>	
Facilities	Allowing a service or assistance animal in facilities that otherwise do not allow pets
Standards	Allowing for a service or assistance animal that does not meet SHA's pet standards in size, weight or type
Certification	Training certification for a requested assistance animal is not required; however, a nexus is needed between the disability and the need for a service/assistance animal



Other Accommodations	
Location accommodations	There may be qualified individuals and families whose needs can only be met by relocation  SHA shall pay the reasonable moving-related expenses for residents with disabilities who require a transfer to another SHA unit or development as a reasonable accommodation
Other	Residents may request other reasonable accommodations not listed in this chapter

### ***Requests and Processing***

SHA considers all requests for reasonable accommodation and modifications from disabled applicants and residents who claim a disability.

In addition, the person requesting an accommodation must provide a letter or other written communication from a knowledgeable professional verifying the person's disability.

Barring extenuating circumstances, SHA will inform the applicant/resident of their decision within 45 days of receipt of the request. As part of the *interactive process* (as defined in the [Terminology](#) appendix to the [Overview of SHA and its ACOP chapter](#)), SHA may require additional information regarding the accommodation request before making a decision.

### ***Verification of Disability***

Applicants or residents requesting an accommodation must provide medical verification of a disability and a direct connection (nexus) between the accommodation requested and the disability; that is, the accommodation will allow a person with a disability to participate in, and enjoy the benefits of the Low-Income Housing program in the same manner as residents who are not disabled.

Before providing an accommodation, SHA must determine that the person meets the definition of a person with a disability, and that the accommodation will reduce or eliminate a barrier to the family's access to SHA's programs and services.

If a person's disability is obvious or otherwise known to SHA, and if the need for the requested accommodation is also readily apparent or known, no further verification of the disability will be required.

If a family indicates that an accommodation is needed, SHA may request any information required to verify the disability, describe the needed accommodation, and establish the nexus between the disability and the need for the requested accommodation.

When verifying a disability, SHA will follow the verification policies provided in the [Verification of Disability](#) section in the [Verifications chapter](#).

In addition to the general requirements that govern all verification efforts, the following requirements apply when verifying a disability:

- Third-party verification of a disability must be obtained from an individual who is



competent to make the determination. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third-party who is in a position to know about the individual's disability may provide verification of a disability;

- SHA may request only that information necessary to confirm the disability-related need for the accommodation;
- Verification can be written or verbal and cannot be denied based on failure to use SHA forms;
- Third-party verification must explain how the accommodation request relates to the disability;
- All information related to a person's disability will be treated in accordance with the confidentiality policies provided in the [Confidentiality](#) section of the [Program Administration chapter](#);
- Medical records or identifying medical information may not be kept in an applicant and/or resident file; and
- In the event SHA does receive confidential information about a person's specific diagnosis, treatment, or the nature or severity of the disability, SHA will redact or dispose of it. In place of the information, SHA will note in the file that the disability and other requested information have been verified, the date the verification was received, and the name and contact information of the knowledgeable provider who sent the information.

### **[Approval/Denial of Requested Accommodation](#)**

Request for an accommodation will be approved if all the following three conditions are met:

- The request was made by or on behalf of a person with a disability;
- There is a disability-related need for the accommodation; and
- The requested accommodation is *reasonable*, meaning it would not impose an undue financial or administrative burden on SHA, or fundamentally alter the nature of SHA's operations.

Requests for accommodation will be evaluated on a case-by-case basis considering factors such as the overall size of SHA's program with respect to the number of employees, type of facilities and size of budget, type of operation including composition and structure of workforce, the nature and cost of the requested accommodation, and the availability of alternative accommodations that would effectively meet the household's disability-related needs. If an accommodation request is denied, the applicant or resident will be informed in writing of the reasons for the denial and the procedures for requesting a review of the decision.

### **[F. Program Accessibility](#)**

SHA shall make all reasonable efforts to practice effective communication in dealings with applicants, residents and members of the public.

In accordance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1974, SHA shall make reasonable physical and/or procedural changes to ensure effective communication with applicants, residents and members of the public.

To afford applicants with disabilities the opportunity to make requests for reasonable accommodation(s) during the application process, SHA's application for housing assistance



shall request applicants to specify whether any member of the household needs a unit with accessible features or requires assistance to complete the application process. This information shall be retained as part of the applicant's waiting list record.

### ***Auxiliary Aids***

When reasonable and necessary, SHA will employ auxiliary aids to give those with visual, hearing and speech impairments an equal opportunity to receive and enjoy the benefits of SHA programs and assistance. SHA will provide, upon request, auxiliary aids such as visual alarms, visual doorbells, and interpreters. SHA does not provide individually prescribed and purchased devices, such as hearing aids, TTY in a resident's unit, or personal items.

SHA will develop and maintain a roster of agencies that provide communication assistance services to individuals with disabilities, to assist with the dissemination of information about changes in policies or resources that affect residents, and to assist in identifying areas needing additional attention to ensure effective communication concerning services and compliance with resident obligations and the terms of the Dwelling Lease.

### ***Written Communication***

In preparing written communications, SHA staff will be mindful of the intended audience and make every effort to use clear and easily understood words and phrases.

SHA shall, to the extent possible, provide written materials in a manner that meets the individual's needs

Fact sheets, brochures, notices, literature, and publicity will be used to provide information concerning the existence and location of services, activities, and facilities that have accessible features for people with disabilities.

### ***Telecommunications***

For telephone communications with members of the public, applicants and residents, SHA shall use the Washington state relay service. SHA's ADA Coordinator can be reached at (206) 615-3550 (TTY 7-1-1).

### ***Web Communications***

Seattle Housing Authority is committed to achieving broad accessibility on its public website, <http://www.seattlehousing.org/>. The public website will meet accessibility standards required by law or regulation and meet the Web Content Accessibility Guidelines set forth by the World Wide Web Consortium.

## **G. Physical Accessibility**

SHA will comply with all applicable laws and regulations pertaining to physical accessibility, including the following:

- Section 504 of the Rehabilitation Act of 1973;
- The Americans with Disabilities Act of 1990;
- The Architectural Barriers Act of 1968; and
- The Fair Housing Act of 1988.



SHA will also be guided by relevant HUD PIH notices. SHA's policies concerning physical accessibility shall be readily available to applicants and residents and the general public.

### ***Uniform Federal Accessibility Standards Units***

The design, construction, or alteration of SHA facilities must conform to the Uniform Federal Accessibility Standards (UFAS). PIH notices contains specific information for calculating the percentages of units needed to meet UFAS requirements.

Newly-constructed facilities are designed to be readily accessible to and usable by persons with disabilities. Alterations to existing facilities should be accessible to the maximum extent feasible, defined as not imposing an undue financial and administrative burden on SHA's operation of the Low-Income Public Housing program.

For information on unit offers pertaining to UFAS units, see the [Unit Offers for Units with Accessible Features](#) section of the [Waiting List chapter](#).

### ***Denial or Termination of Assistance***

SHA's decision to deny or terminate assistance for a person with disabilities is subject to a request for reasonable accommodation.

Reasonable accommodation shall be provided for persons with disabilities to allow them to participate in the grievance hearing process to the same extent as persons who are not disabled.

## **H. Accessibility for Persons with Limited English Proficiency (LEP)**

SHA takes affirmative steps to communicate with people of Limited English Proficiency (LEP) to enhance the opportunity for meaningful access to SHA programs by reducing language barriers.

*Persons of Limited English Proficiency* are defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this ACOP, LEP refers to applicants and resident families, and parents and family members of applicants.

### ***Effective Communication***

To the extent possible SHA will minimize language barriers faced by persons with limited English proficiency. The following terms are defined as follows:

- **Participants:** Persons who are applicants and/or residents of SHA owned and operated housing;
- **Limited English Proficient (LEP):** Participants, for whom English is not their primary or native language and have limited ability to read, write, speak and/or understand English;
- **Translation:** Written text in English that is replaced by written text in another language;
- **Interpretation:** Words spoken in English that are simultaneously converted into words in a participant's language or written text in English that is read to a participant in their chosen language;
- **Interpreter:** The person who provides interpretation and/or translation;
- **Vital Documents:** Those documents designated by the LEP Committee as particularly important to participants' continued occupancy and receipt of housing assistance; and



- **Official SHA Documents:** Documents and correspondences originated by SHA that contain information related to the participant's ability to obtain housing, continue occupancy in SHA housing, and/or receive housing assistance. These documents include, but are not limited to, Vital Documents.

#### *Interpretation Services for Vital Documents and Official SHA Documents*

Upon request, and as appropriate, SHA will provide an interpreter, either in person or using the Language Line, to interpret a document that pertains to admissions, continued occupancy, or receipt of housing benefits, except when a professional interpreter is not available in the chosen language.

#### *Interpretation Services for all Other Matters*

For informal matters not involving official SHA business, interpretive services may be provided by the following:

- **Language Line:** This is an on-demand telephonic interpreter service that provides professional interpreter quality service;
- **SHA Employee:** Upon mutual agreement of the requester and SHA, SHA may have a bilingual SHA employee interpret. SHA should take into account the requester's privacy concerns and potential conflicts of interests before using staff as interpreters; and
- **Family Members, Other Residents and Friends:** A requester may choose to have family members, friends or other residents provide interpretation for informal communications that do not involve official business or translation of an official SHA document.

#### *Translation of Official SHA Documents*

The Director of Housing Operations or designee may authorize the translation of any official SHA document(s) when, in the sole judgment of the Director or their designee, a written translation would be beneficial.

#### *Warning of Consequences*

A Warning of Consequences is a flyer that calls attention to the importance of an important document written in English, and informs applicants and residents in several different languages that they can request interpretation of the document. A Warning of Consequences flyer shall be included with all documents that require a response in a specific period of time.

#### *LEP Committee*

The LEP Committee is comprised of representatives from various SHA departments and meets at least annually to review LEP policy and to evaluate SHA's compliance with its LEP obligations.

### **3. Violence Against Women Act (VAWA)**

The Violence Against Women Act (VAWA), as amended in 2016, provides protections for victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation who are applying for or are receiving assistance under the Public Housing program. All Public Housing tenants must sign and agree to the Notice of



Occupancy Rights under the Violence Against Women Act (2016) Lease Addendum, found in the Lease Addendums Appendix (Appendix 1), or SHA may deny or terminate tenancy.

#### **A. VAWA Protections and Notifications**

Residents shall be advised of their rights under VAWA, including:

- The definitions of domestic violence, dating violence, sexual assault, stalking, affiliated individual, actual and imminent threat, and bifurcation provided by VAWA, included in the [Terminology](#) appendix to the [Overview of SHA and its ACOP chapter](#);
- A summary of the rights and protections provided by VAWA to public housing applicants and residents who are or have been victims of domestic violence, dating violence, sexual assault, or stalking;
- An explanation of the documentation that SHA may require from an individual who claims the protections provided by VAWA;
- HUD Form: Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking;
- A statement of SHA's obligation to keep confidential any information that it receives from a victim;
- The National Domestic Violence Hot Line: 1-800-799-SAFE (7233), (TTY) 1-800-787-3224, [www.TheHotLine.org](http://www.TheHotLine.org);
- The National Sexual Assault Hotline: 1-800-656-HOPE (4673); and
- Contact information for local victim advocacy groups or service providers.

SHA will provide applicants and residents with the information listed above:

- At the time the individual is denied housing assistance or admission;
- At the time the individual is provided assistance or admission;
- With any notification of eviction or notification of termination of assistance; and
- During the 12-month period following December 16, 2016, either during the annual recertification or lease renewal, whichever is applicable, or, if there will be no recertification or lease renewal for a tenant during the first year after the rule takes effect, through other means.

This information will be made available in formats accessible to people who have Limited English Proficiency, consistent with guidance issued by HUD. For more information, see the [Accessibility for Persons with Limited English Proficiency \(LEP\)](#) section in this chapter.

#### **B. Prohibited Basis for Denial, Termination, or Eviction**

Otherwise qualified applicants and tenants may not be denied admission to, denied assistance under, terminated from participation in, or evicted from housing because they are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

A resident's tenancy may not be terminated solely on the basis of the criminal activity of a member of the household or guest or other person under the resident's control if the resident or other household member or guest is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking.



### C. Construction of Lease Terms

An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking is not a serious or repeated violation of the lease or a good cause for terminating the assistance, tenancy, or occupancy rights of the resident.

### D. Limitations of VAWA Protections

VAWA does not limit SHA's authority to:

- Comply with a lawfully issued and received court order with respect to the rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or the distribution or possession of property among members of a household;
- Evict or terminate a resident's tenancy or assistance for any violation unrelated to an act of domestic violence, dating violence, sexual assault, or stalking. SHA may not, however, subject a resident who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance; or
- Terminate assistance or evict a resident who constitutes an *actual and imminent threat* (as defined in the [Terminology](#) appendix to the [Overview of SHA and its ACOP chapter](#)) to other tenants or those employed at or providing service to an SHA property.

Eviction or termination of assistance of a victim of domestic violence, dating violence, sexual assault, or stalking should be used only when no other actions are available to reduce or eliminate the actual and imminent threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents.

### Eligible Persons for VAWA Protections

Any authorized member of a resident's household\* may request protections under VAWA on the grounds that the authorized household member is a victim of domestic violence, dating violence, sexual assault, or stalking. Additionally, unassisted members who are on the lease may qualify by way of the lease for VAWA protections in that an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as a serious or repeated violation of the lease or good cause for terminating the lease for the victim.

\* Except Live-In Aids and unassisted household members. If a Live-In Aid meets the definition of a victim under VAWA and would otherwise be eligible for a transfer, the household is eligible for a transfer based on such status to allow the resident to continue to receive Live-In Aid services.

Note: In the event of a VAWA transfer, the entire household (less the abuser where applicable) must transfer as the household remains entitled to only one unit.



### **VAWA Self-Petitioners**

An applicant or resident may request continued residency as a result of being a VAWA self-petitioner. VAWA self-petitioners are noncitizens who claim to be victims of “battery or extreme cruelty,” which includes domestic violence, dating violence, sexual assault, and stalking. Such persons are allowed by HUD to indicate that they are in “satisfactory immigration status.” To confirm this, the applicant or resident must provide one of the following documents:

- I-360 VAWA Self-Petition
- I-130 Family-Based Visa Petition
- I-797 Notice of Action.

Once one of these documents are received, SHA is prohibited from requesting any additional information from the VAWA self-petitioner, other than what is required to complete the verification. SHA must then verify this through SAVE. Housing assistance and all other VAWA protections will be granted to the self-petitioner throughout the verification process until a final determination of their status is made. If the final determination is to deny the VAWA self-petition, SHA must take actions to evict the petitioner.

### **E. Documentation**

If an applicant or tenant indicates that they are a victim of domestic violence, dating violence, sexual assault, or stalking and needs protections under VAWA, SHA may request documentation as specified below. Any request for documentation must be in writing, and the individual shall be allowed at least 14 business days from receipt of the request to submit the documentation. SHA may extend this time period at its sole discretion.

The individual may comply with SHA’s request for documentation by providing any one of the following:

1. A completed and signed HUD-approved certification form (HUD-50066, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), which must include the name of the perpetrator;
2. A document:
  - Signed by the applicant/tenant;
  - Signed by an employee, agent, or volunteer of a victim service provider; an attorney; or a medical professional, or a mental health professional (collectively, “professional”) from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault or stalking, or the effects of abuse; and
  - That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under VAWA, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking as defined in the [Terminology](#) appendix to the [Overview of SHA and its ACOP chapter](#);



3. A record of a federal, state, tribal, territorial, or local law enforcement agency, court or administrative agency; or
4. At SHA's discretion, a statement or other evidence provided by the applicant or tenant.

SHA will not require third-party documentation (forms 2 and 3) in addition to certification (form 1), except as specified below under Conflicting Documentation, nor will it require documentation of the status of the individual as a victim of domestic violence, dating violence, sexual assault, or stalking.

### ***Conflicting Documentation***

In cases where SHA receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, SHA may require the applicant or tenant to submit third-party documentation, as described above (forms 2 and 3) within 30 calendar days of the date of the request for third-party documentation.

### ***Failure to Provide Documentation***

If the individual requesting relief has been asked to provide written documentation of abuse and the individual fails to provide the documentation within 14 business days of their receipt of the notice or such longer time as SHA may allow, SHA may deny relief for protection under VAWA.

### ***Remedies Available to Victims***

SHA may pursue any course of action consistent with the authority provided by law, regulations or policies to help victims remain in their units or transfer to other units for which they may be eligible. Such actions may include:

- Bifurcating a lease, or removing the household member(s) from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated or other individual:
  - Without regard to whether the household member is a signatory to the lease; and
  - Without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant;
- Where the individual who was evicted or for whom assistance was terminated was the head of household, providing any remaining household members that are not eligible a period of 90 calendar days from the date of bifurcation of the lease to:
  - Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease; or
  - Establish eligibility under another covered housing program; or
  - Find alternative housing;

The 90 calendar day period will not be available to a remaining household member if not permitted by the statutory and regulatory requirements of the applicable housing program and also will not apply beyond the expiration of a lease, unless permitted by program regulations. The 90 calendar day period is the total period provided to a remaining tenant to establish eligibility under the options above; however, SHA may extend this period for up to an additional 60 calendar days, unless prohibited by statutory



or regulatory requirements of the covered program or unless the time period would extend beyond the expiration of the lease;

- Undertaking whatever actions permissible and feasible under the Public Housing program to assist individuals residing in their units who are victims of domestic violence, dating violence, sexual assault, or stalking to remain in their units or other units under the Public Housing program; and/or
- SHA bearing the costs of any transfer, where permissible.

#### **F. Confidentiality**

All information provided to SHA regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim of such violence or stalking, shall be maintained in strict confidence. This means that:

- Such information shall not be entered into any shared database;
- Only those employees or others who are explicitly authorized and have a need to know the information for purposes of their work shall have access to the information; and
- No one may disclose the information to any other entity or individual, except to the extent that the disclosure is:
  - Requested or consented to in writing by the individual;
  - Required for use in an eviction proceeding; or
  - Otherwise authorized by law or court order.

If disclosure is required for use in an eviction proceeding or is otherwise required by law, SHA will make a good-faith effort to inform the victim before disclosure occurs so that safety risks can be identified and addressed.

#### **G. Other Applicable Laws**

If state or local laws provide greater protection for such victims, those laws take precedence over VAWA. All applicable fair housing and civil rights statutes and requirements apply in the implementation of VAWA requirements.

### **4. Other Provisions Relating to Domestic Violence**

#### **A. Damages to SHA property by perpetrators of domestic violence**

Provided that they meet the criteria specified in the Documentation section below, SHA residents that are victims of domestic violence, sexual assault, unlawful harassment, or stalking are not liable for damages to SHA's property that were caused by the perpetrators of said domestic violence, sexual assault, unlawful harassment, or stalking, regardless of whether the property damage occurred during an act of domestic violence, sexual assault, unlawful harassment, or stalking.

SHA may seek compensation from the perpetrator of domestic violence, sexual assault, unlawful harassment, or stalking for damage to SHA's property caused by the perpetrator.

#### **B. Documentation**

Residents that qualify for protections described in the Violence Against Women Act (VAWA) section of this chapter, and whose documentation submitted to qualify for VAWA protections supports their claim that damage to SHA property was caused by the perpetrator of the act or



acts that qualified them for VAWA protections, at SHA's sole discretion, will not be required to submit additional documentation to be relieved of liability for said damages.

If the resident has not sought VAWA protections from SHA, or SHA has deemed that the documentation provided to qualify for VAWA protections does not support the resident being released from liability for damages to SHA property, then SHA may require one or more of the following:

1. Written notification from the resident that the resident, family or household member, or intimate partner was a victim of domestic violence, sexual assault, unlawful harassment, or stalking and that the damage to SHA's property was caused by the perpetrator of the domestic violence, sexual assault, unlawful harassment, or stalking;
2. Documentation from the resident that the resident, family or household member, or intimate partner was a victim of domestic violence, sexual assault, unlawful harassment, or stalking and that the perpetrator of the domestic violence, sexual assault, unlawful harassment, or stalking caused the property damage. The documentation shall consist of a document signed and dated by a qualified third party (defined as any of the following people acting in their official employment capacity: (1) Law enforcement officers; (2) Persons subject to the provisions of RCW chapter 18.120; (3) Employees of a court of the state; (4) Licensed mental health professionals or other licensed counselors; (5) Employees of crime victim/witness protection programs as defined in RCW 7.769.020 who are trained advocates for the program; (6) Members of the clergy as defined in RCW 26.44.020; (7) Persons performing case management employed at social service agencies) stating; and (8) Any other document that provides relevant information concerning the alleged act or acts:
  - a. That the tenant notified the qualified third party that the tenant, family or household member, or intimate partner was a victim of domestic violence, sexual assault, unlawful harassment, or stalking;
  - b. The time and date the act or acts of property damage occurred;
  - c. The location where the act or acts of property damage occurred;
  - d. A brief description of the act or acts of property damage; and
  - e. That the tenant informed the qualified third party of the name of the perpetrator of the act or acts of domestic violence, sexual assault, unlawful harassment, or stalking. The qualified third party shall keep a copy of the record of the report and shall note on the retained copy the name of the alleged perpetrator of the act or acts of domestic violence, sexual assault, unlawful harassment, or stalking. The document provided to SHA shall not include the name of the alleged perpetrator of the act or acts of domestic violence, sexual assault, unlawful harassment, or stalking. The written record may be in the form of a copy of a valid order of protection, if it contains the elements described in a-e of this section.



## Chapter 3: Waiting List

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**MTW Activities Used in this Chapter:** Seattle Housing Authority has been authorized MTW authority to allow partner agencies to maintain their own waiting lists and allow applicants referred by selected providers to receive the next available unit. SHA has also enacted a program designed to connect current and wait listed households with education, employment, and financial literacy services. SHA may offer preference for residents participating in the Home From School program. In order to promote the leasing of a public housing unit, Seattle Housing Authority may offer lease incentives.

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### 1. Overview

It is the policy of SHA to ensure that all applicants who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. Applicants interested in assistance must apply on the official application which provides SHA with the information necessary to properly place them on the waiting list(s). This chapter sets forth SHA's policies for accepting applications for assistance in the Public Housing program, managing the waiting list, and selecting families from the waiting list.

### 2. Waiting Lists

#### A. Waiting List Types

To provide residential choice to all applicants of public housing with respect to building, development, or neighborhood; avoid forcing the most disadvantaged to take the least desirable placements; and reduce unit turnover due to resident dissatisfaction with assigned housing, SHA shall maintain two types of waiting lists for new applicants to public housing buildings for all bedroom sizes:

- **Site-Specific Waiting Lists:** Each SHA building or community has its own site-based waiting list. Within each site-based waiting list, applicants are ranked by bedroom assignment, preference, and date and time of application; and
- **Expedited Processing Waiting List:** This offers a waiting list for applicants referred from a qualified provider. Applicants are ranked by bedroom assignment, preference, and date and time of application. (This is currently closed.)

#### B. Partnership Unit Site-Based Waiting List Agreement [MTW 8.P.01, MTW 12.P.02]

SHA occasionally enters agreements with other housing organizations to provide public housing operating subsidies to partnership units owned or managed by the housing organization. The terms and conditions of the public housing operating subsidy are defined by a Regulatory and Operating Agreement executed by SHA and the organization, in which the organization commits to offering the subsidized units to applicants eligible for SHA's LIPH program, among other things.

To support efficient leasing of non-profit-owned or -managed units assisted by public housing subsidy from SHA, SHA may enter into a Partnership Unit Site-Based Waiting List Agreement, which shall permit the organization to create and maintain its own site-based waiting list for the



public housing-subsidized units. The Partnership Unit Site-Based Waiting List Agreement may include the following provisions:

- The organization shall maintain an auditable waiting list for the partnership units, which SHA and/or HUD may review at any time;
- The organization shall engage in affirmative marketing of its partnership units, including outreach to minority communities and people with disabilities, and shall provide a written copy of its affirmative marketing policies to SHA for approval;
- The organization shall have written policies for tenant selection and placement in the partnership units, which shall comply with federal, state and local fair housing statutes and ordinances and ensure that no applicant for the partnership units shall be discriminated against on the basis of being a member of any protected class;
- The organization shall have written policies for responding to applicants and residents with disabilities, including providing reasonable accommodations to applicants and residents upon request, consistent with applicable Section 504 legislation;
- The organization shall determine applicant eligibility for partnership units using SHA-provided criteria;
- The organization shall offer partnership units exclusively to applicants with initial anticipated gross income at or below 30% of area median income for the Seattle- Everett PMSA, as established annually by HUD and adjusted for household size;
- The organization shall apply its own screening and suitability policies for applicants of the partnership units, according to written policies approved by SHA; and/or
- Other provisions determined by SHA to be necessary to ensure fair public access to the public housing-subsidized partnership units and safeguard the rights of applicants.

### 3. Applying for Housing Assistance

Applicants apply for assistance in the Public Housing and Senior Housing programs by submitting an application form which also includes options to apply for subsidized assistance in the HOPE VI and Special Portfolios.

Applicants may select up to two public housing/HOPE VI properties. Applicants may also select up to two Seattle Senior Housing Program (SSHP) properties instead of, or in addition to, any public housing properties they have selected. Note that for the SSHP properties, the head of household, co-head or spouse must be 62 or older, or disabled, at move in. See the [SSHP Waiting Lists](#) section in the [Seattle Senior Housing Program chapter](#) for SSHP waiting list policy.

Some SHA properties have been designated Elderly Only, in accordance with HUD regulations. These Elderly Only properties are reserved for applicant families with at least one member age 62 years or older. Families that qualify as an Elderly Family may include Elderly Only properties in their two public housing property selections. SHA may, in its discretion, offer placements in Elderly Only properties to Near Elderly households (household member age 50 to 61), if there are insufficient elderly household applicants to fill available vacancies in Elderly Only properties. Minor children may not live in Elderly Only designated housing, except where existing residents have been grandfathered at the time of the Elderly Only designation.



The applicant is responsible for the accuracy and completeness of their application, and for updating the information if it changes during the time they are on the waiting list(s). Information provided by the applicant is not verified by SHA until the applicant has been selected from the waiting list. When submitting an application, applicants are strongly encouraged to consult with SHA staff for assistance in understanding the process, to help ensure the accuracy and completeness of the information they submit, and to maximize their opportunity for success by making appropriate housing choices.

SHA will accept an application even if an informal discussion reveals the applicant may not be eligible for assistance, or for a specific property or program. Applicants should not be discouraged from applying based on “apparent ineligibility.” Applications will be assigned to the waiting list per the occupancy standards found in the [Occupancy Standards](#) section of the [Household Composition and Occupancy Standards chapter](#).

Applicants whose previous housing applications have been denied by SHA may submit a new application at any time following the denial. The circumstances that caused the denial may continue to be relevant to future housing applications.

Applications received from currently housed SHA residents who want to relocate to another SHA unit will be placed on the waiting list according to preference and date and time of application. Existing SHA residents requiring a **mandatory** unit transfer (see Chapter 10) will be given priority over waiting list applicants.

## 4. Preferences

SHA has established preferences that give priority to families in certain categories. Preferences establish the order in which applicants are placed on the waiting list, but they do not guarantee admission.

Information provided by applicants on their application is used to determine whether they qualify for preference. This information includes family income, living situation, place of residence, and other personal circumstances.

An eligibility interview will be scheduled for all applicants after being selected from the waiting list. On the day of the eligibility interview, applicants must qualify for the preference under which they have been ranked on the waiting list. If the applicant does not qualify for preference they will be placed back on the waiting list without preference and must wait six months from the date of interview to re-qualify for preference. Applicants who do not qualify for preference may request an administrative review to contest the finding.

### Public Housing

Public housing applicants can qualify for both a ranking preference and a waiting list preference as described below. Applicants with a ranking preference are selected from the waiting list ahead of applicants with a waiting list preference. Public housing applicants may qualify for one or more of three waiting list preferences but may claim only one. Applicants with waiting list preference are ranked by date and time of application on the waiting list behind those with ranking preference, but ahead of all others who do not qualify for preference.



### A. Waiting List Preferences

1. Applicant family's gross income is at or below 30% of area median income either currently or for the 12-month period prior to the eligibility determination (*Gross income*, for the purpose of determining preference, means the full amount of income before deductions of any type are taken, and without calculating any of the exclusions, allowances, or deductions which may be available to applicants after they are admitted to housing.);
2. Applicant family is *homeless*, as defined in the [Terminology](#) appendix to the [Overview of SHA and its ACOP chapter](#), or was homeless sometime during the 12-month period prior to the eligibility determination; and
3. A current SHA resident family that desires to relocate to another SHA property, but that does not qualify to do so under SHA's transfer policy (found in the [Transfers Chapter](#)) and is above 30% of median income, may apply to the regular LIPH waiting list and receive a preference point. (This waiting list preference does not apply to the Expedited Waiting List.)

### B. Ranking Preferences

Ranking preference is applicable only to the Site Specific Waiting Lists as follows:

- **Executive Director:** The Executive Director shall have the discretion to offer housing units to eligible residents and participants urgently in need of housing as a result of natural or man-caused disasters, government action, contamination, or similar circumstances determined by the Executive Director to justify exercise of the discretion provided herein. The Executive Director shall brief the SHA Board of Commissioners at its meeting immediately following the Executive Director's decision to exercise the discretion provided herein;
- **Home from School [MTW 22.A.01]:** Seattle Housing Authority may provide housing assistance for homeless or unstably housed low income families with children at selected neighborhood schools.
- **Acquisitions:** Applicant is an existing, eligible tenant of a property acquired by SHA and added to the public housing unit stock;
- **Qualified Provider:** SHA shall give a ranking preference to applicants who can claim a waiting list preference as defined above, who are referred by qualified providers;
- **Former SHA Live-in Employee:** Applicant is an eligible former SHA live-in employee. SHA shall give a preference to the applications of live-in employees in *good standing*, as defined in [Terminology](#) appendix to the [Overview of SHA and its ACOP chapter](#) and allow their applications to "ride at the top" of a site-specific waiting list until such time as they separate from SHA employment; and
- **Housing Assurance Option (HAO):** The Housing Assurance Option provides a safety net that gives LIPH residents who move out of their public housing unit a fallback plan if life situations change and their new housing situation is threatened. The Housing Authority would provide immediate access to housing through a preference that would place the qualified former LIPH resident at the top of the approved waiting list. Qualified residents shall be eligible for this preference for a period of 12 months from the date the resident's household vacates from their public housing unit.



- **Eligibility:** A household shall be eligible for HAO if all the following criteria are met prior to move out:
  - Household with an annual income greater than or equal to \$30,000 for 1 person household or \$40,000 for a multi person household (roughly 50 percent of area median income (AMI)) or a Graduate from the Graduation from Public Housing Subsidy in Mixed-Income Communities program.;
  - Be in good standing with SHA, with a minimum of a one-year tenancy in Low-Income Public Housing Residents in collaborative housing are excluded from this policy. Good standing is defined as a “household that is in compliance with the terms of their dwelling lease and SHA policies and house rules.”
- **Participation:** Households meeting the criteria would be deemed automatically enrolled.
- **Return Rights:** Households return rights are subject to the same suitability and eligibility review as incoming residents. Households returning via HAO are also subject to SHA’s one unit offer policy defined in the Waiting List chapter-- Households that decline a unit offer will have their HAO preference cancelled. Any request for a household to return under the Housing Assurance Option would have to include the original head of household.

The waiting list preferences and ranking preferences listed above do not apply to applicants for the Seattle Senior Housing Program (SSHP). See the [SSHP Waiting Lists](#) section of the [Seattle Senior Housing Program chapter](#) for SSHP preferences.

SHA has a variety of modified units for persons with disabilities and will fill them according to the policies outlined in the [Fair Housing and Equal Opportunity](#) section in the [Fair Housing and Violence Against Women Act \(VAWA\) chapter](#).

### **Not Qualified for Preference**

If an applicant claims but does not qualify for a wait list preference, SHA will provide a notice containing the reasons for the determination. The applicant may meet with the staff member who made the determination or another person designated by SHA. A written summary of the meeting shall be made and retained in the applicant’s file. The applicant will be advised that they may exercise other rights if they believe that illegal discrimination contributed to SHA’s decision to not grant preference. See Chapter 2: Fair Housing for more details.

## **5. Income Targeting and De-concentration of Poverty**

SHA is required to ensure that at least 40% of the families admitted each fiscal year are extremely low-income. When selecting from the waitlist, higher income applicants may be skipped to achieve income targeting goals.

SHA fosters de-concentration of poverty by:

- Setting appropriate payment standards for Housing Choice Voucher subsidy;



- Continuing to redevelop large public housing developments into mixed-income communities, and requiring low-income residents of those communities to abide by self-sufficiency lease provisions;
- Creating a “mix of incomes from within,” by assisting SHA residents to get their first job or a better one; and
- Providing incentives in the public housing rent policy to encourage people to work and increase their income.

## 6. Waiting List Check-In (Save My Spot)

All SHA waiting list applicants are required to check in once a month using the 24-hour automated Save My Spot waiting list check-in system. Applicants who do not complete monthly check in as required are removed from the waiting list. Applicants can be reinstated upon request without penalty, within six months of their removal from the waiting list.

## 7. Updating the Waiting List

SHA may update its waiting lists by mailing a notice to all applicants who have not yet been selected from the waiting list. The notice shall require applicants to confirm their desire to continue to remain on the waiting list. Applicants who fail to respond or whose mail is returned undeliverable will be removed from all waiting lists. Applicants can be reinstated upon request without penalty, within six months of their removal from the waiting list.

## 8. Updating Family Information while on the Waiting List

After submitting the application for public housing, applicants must report changes in household composition, income and contact information while on the waiting list, either in person at Seattle Housing Authority's Central Office, or in writing to Seattle Housing Authority, Admissions Office, P.O. Box 19028, 190 Queen Anne Ave N, 98109-1028.

### *Changing to a Different Waiting List*

Applicants may change their property and/or program selections at any time. Applicants who choose to switch to a new waiting list will be given a new application date. Applicants who are required by SHA to switch to a different waiting list or bedroom size will retain the application date of the waiting list they switch from.

### *Manager Discretion*

In certain circumstances, SHA may allow for residents to switch to a different waiting list while maintaining their original date and time of application. Such circumstances are solely at the Housing Director or designee's discretion and are evaluated on a case by case basis.

## 9. Opening and Closing the Waiting List

SHA will seek to build waiting lists with a broad mix of applicants, and avoid, to the extent possible, building waiting lists that include more applicants than can be served within a reasonable period of time. SHA will attempt to accomplish these objectives through outreach to the community, and by updating, opening, and closing waiting lists to encourage efficiency and



support productivity. In general, SHA will consider restricting application intake, suspending application intake, or closing waiting lists in whole or by bedroom size, when the length of time a new applicant must wait for selection is judged to be excessive.

SHA will announce the closing, re-opening or restricted intake of waiting lists as required by regulation.

## 10. Selection from the Waiting List

Applicants with a preference are selected from the waiting list before those without a preference. Applicants with the same preference are selected according to date and time of application. HUD regulations, however, require that households with incomes 30% or less than area median income make up at least 40% of the families admitted to public housing during SHA's fiscal year.

Upon selection from the waiting list, all adult applicants must attend an interview in person, to begin the process of determining eligibility for the housing program(s) for which they have applied. SHA staff will assist applicants in demonstrating they meet eligibility requirements that vary by program. At a minimum, applicants will be required to provide all information necessary to determine eligibility to receive housing assistance and demonstrate suitability for residence. SHA staff shall work with applicants during the interview process to help them understand how to demonstrate eligibility and suitability for SHA housing programs.

The head of household and all other adults who are proposed to be members of the household must attend the eligibility interview. In addition, a person who holds power-of-attorney may represent an applicant or adult household member, or attend in place of an applicant who cannot attend the eligibility interview.

The applicant's completed application shall be reviewed to determine eligibility for bedroom assignment. Where household composition indicates that the applicant family is eligible for the number of bedrooms requested, the application may proceed. Where household composition indicates that the applicant family is not eligible for the number of bedrooms requested, they will be placed on the waiting list for the appropriate number of bedrooms with the same application date. If the age of the new waiting list is newer than the applicant's application date, then the interview may proceed. If the age of the new waiting list is older than the applicant's application date, the interview will be canceled and the applicant must wait until their name is reached in proper turn.

## 11. Approval of Application

After reviewing the information obtained during the applicant's eligibility interview, SHA will determine if the applicant is eligible to receive housing assistance, and suitable for residence. If determined both eligible and suitable, the applicant will be approved for leasing.

### A. Approval is Conditional until Leased

An applicant's approved status is conditional during the period they are waiting for a unit offer, through the signing of the lease. Any relevant information received following approval including



but not limited to changes in income, family composition, or tenant suitability, may result in denial.

### **B. Changes to Family Composition after Approval**

When family members are proposed to be added to, or removed from the family composition after approval but before leasing, the approval will be suspended and the application will be returned to the Admissions Office to re-determine the family's eligibility, suitability, and bedroom assignment. When such changes result in a different bedroom assignment and the family is still eligible and suitable, they may retain their approval and proceed with leasing if their application date is older than the age of the new waiting list. If their application date is newer than the age of the new waiting list, their approval will be suspended until all others on the new waiting list with older application dates have been served.

## **12. Unit Offers**

SHA has a "one offer plan." Under this plan, the first qualified applicant on the waiting list will be made one offer of a unit of the appropriate size, at a site selected by the applicant. When offering a unit, SHA staff will make the offer in person or by telephone and confirm the unit offer by letter. Applicants must accept or refuse a unit offer within three business days of the date of the unit offer. Offers will be made in person or by telephone and will be confirmed by letter.

### **A. Refusal of a Unit Offer**

Applicants may refuse to accept a unit offer for "good cause." A refusal for good cause will not adversely affect the family's position or placement on that waiting list. Good cause for refusal of a unit offer is limited to the following:

- The applicant is currently in a lease that they are unable to break (applicant may refuse a unit for this reason only once). A copy of applicant lease must be provided;
- The applicant or a member of applicant household is temporarily hospitalized or recovering from illness. Verification required from doctor or health care professional;
- The move would require minor children in the household to change schools in the middle of the school year;
- The applicant or a member of applicant household is disabled and the unit is inappropriate for the disability; and
- Applicant family does not need the accessible features in the unit offered and applicant does not want to be subject to a 30 day notice to move.

In the case of a unit refusal for good cause, the applicant will not be removed from the waiting list. The applicant will maintain their position on the waiting list until the family receives an offer for which they do not have good cause to refuse.

### **B. Unit Refusal without Good Cause**

When an applicant rejects the unit offer without good cause, SHA will remove the applicant's name from that property's waiting list.

The applicant may reapply for assistance to a waiting list that is open. If a waiting list is not open, the applicant must wait to reapply when SHA opens the waiting list.



Examples of rejecting a unit without good cause include, but are not limited to:

- The applicant does not like the location of the building;
- The applicant does not like the location of the unit in the building;
- The applicant does not like the size, configuration, or features of the unit;
- The applicant can't afford to move or travel; and
- The applicant does not have personal transportation.

### C. Unit Offers for Units with Accessible Features

#### 1. Uniform Federal Accessibility Standards (UFAS) Units

When a Uniform Federal Accessibility Standard (UFAS)-Accessible Unit becomes available the unit shall be offered in the following order without regard to the bedroom size of the available UFAS unit or the assigned bedroom size of the family to:

1. Disabled residents in the building or other SHA properties who require the accessible features of the vacant, accessible unit;
2. Disabled applicants on the waiting list for the building who require the accessible features of the vacant, accessible unit; and
3. Disabled applicants, from other public housing site specific waiting lists, who require the accessible features of the vacant, accessible unit. Eligible applicants across different property waiting lists can be found on the UFAS waitlist.

In each case, residents and applicants shall be selected in chronological order by date of application.

If no disabled, qualified applicants on the site specific waiting list require the accessible features of the UFAS-Accessible Unit, the unit may be offered to applicants who do not need the accessible features of the unit. If a non-disabled applicant who does not require the accessible unit features leases a UFAS-Accessible Unit of any bedroom size, they will be required to relocate to a comparable non-accessible unit when an eligible, qualified applicant or existing resident with disabilities, requires the accessible features of the unit. All applicants who do not require accessible unit features who accept UFAS-Accessible Units shall be required to sign an Acceptance of a Unit with UFAS-Accessible Features Lease Addendum, found in the Lease Addendums Appendix (Appendix 1), acknowledging their obligation to relocate within 30 days of notice by SHA.

#### 2. Breathe Easy Home (BEH) Units

The policy for offering Breathe Easy Home units, which are designed to reduce asthma triggers, follows the same priority rankings as the UFAS unit policy. When a Breathe Easy Home Unit becomes available, the unit shall be offered in the following order without regard to the bedroom size of the available Breathe Easy Home unit or the assigned bedroom size of the family to:

1. Residents with asthma in the building or other SHA properties who require the features of the vacant unit;
2. Applicants with asthma on the waiting list for the building who require the features of the vacant, unit; and



3. Applicants with asthma from other SHA waitlists who require the features of the vacant unit. Eligible applicants across different property waiting lists can be found on the Breathe Easy waitlist.

In each case, residents and applicants shall be selected in chronological order by date of application.

If no qualified applicants on the site specific waiting list require the features of the Breathe Easy Home Unit, the unit may be offered to applicants who do not need the features of the unit.

#### **D. Lease Incentives [MTW 5.P.05]**

SHA may offer lease incentives to promote the leasing of a public housing unit. Lease incentives will allow up to one month of rent as an incentive to encourage the leasing of less desirable units (e.g. studio units), to meet leasing deadlines, or to create or address a vacancy that is needed for other purposes. Need for this incentive will be evaluated on a case by case basis by the Senior Property Manager.

#### **E. Ineligibility of Full-Time Students**

Households where all members are full-time students who selected tax credit or bond financed properties may not be offered a unit until placement can be made if the property has a reserve of non-qualified or “market-rate” units.

#### **F. Removal from the Waiting List after Leasing**

Applicants will be removed from all public and Senior Housing waiting lists when they lease a unit.

### **13. Cancellation of Application**

Applicants who fail to comply with SHA application requirements shall be removed from the waiting list, resulting in a cancellation of their application for the following reasons:

1. Failure to respond to any mailing for which a response is required;
2. Failure to maintain contact information that results in returned mail;
3. Failure to appear at a scheduled eligibility interview, followed by failure to reschedule a second interview within 30 days;
4. Failure to appear at the second scheduled eligibility interview;
5. Failure to provide documentation requested at or after the eligibility interview;
6. Failure to repay a debt in accordance with the [Eligibility Factors](#) section of the [Eligibility and Suitability chapter](#);
7. Withdrawal of application by applicant;
8. Failure to complete monthly check-in requirements while on the waiting list. For more information, see the [Waiting List Check-In \(Save My Spot\)](#) section of this chapter;
9. Applicant refuses an offer of housing without good cause; or
10. Applicant has been housed.

SHA regularly advises applicants in all of its application materials, individual communications, and interpersonal activities during the application process, about the consequences of failing to



comply with waiting list requirements, and therefore does not notify applicants when their applications have been canceled.

Applicants canceled for reasons (1), (2), (3), and (8) can be reinstated upon request without penalty within 30 days of the cancellation or within six months due to extenuating circumstances.

Applicants canceled for failure to appear at their second scheduled interview (4), applicants who have been canceled a second time, and applicants who missed the initial 30 day deadline, may write to request reinstatement within 30 calendar days of the cancellation, accompanied by an explanation of hardship. Examples of hardship may include but are not necessarily limited to personal or family illness or other emergency, or an event beyond the applicant's control. (Lack of transportation is not a hardship.) Hardship reinstatement requests are subject to verification by the Admissions Manager.

Applicants who fail to provide requested documentation (5), or to repay debt (6), or who withdraw their application (7) will not be reinstated. Applicants who pay debt after the 30 day deadline, may, however, be reinstated for hardship.

Any more than two requests for reinstatement within a 12-month period will be denied.

## 14. Family Break-Up

When a family on the waiting list breaks-up into two otherwise eligible families, the resulting families may each retain the original application date, provided the new head of household was listed on the original application as head, co-head, or spouse, or was officially added to the household while on the waiting list. A resulting family whose head of household was not so listed must re-apply.

## 15. Partner Units

SHA enters into partnership agreements with other housing organizations to provide public housing operating subsidy for units owned or managed by those housing organizations, permitting them to create and maintain their own site-based waiting lists. These partnership agreements may have waiting list policies that differ from those discussed in this chapter.

## 16. Agency Units

SHA enters into leases with non-profit and governmental organizations to provide certain types of specialized housing in public housing units. Policies governing admission to these units are stated in the operating agreements between SHA and the individual organizations.



## Chapter 4: Eligibility and Suitability

### 1. Overview

Seattle Housing Authority is responsible for ensuring that every individual and household residing in an SHA unit meets all program eligibility requirements. This includes anyone who joins the household after the unit is leased. The family must provide any information needed by SHA to confirm eligibility and determine the level of the household's subsidy. Individuals and households that do not meet the criteria set forth in this section will be denied admission.

SHA administers several housing programs. Funding sources and eligibility criteria vary by program.

### 2. Eligibility Factors

#### A. Income Eligibility

The income limit for eligibility in the Public Housing program is 80% of Area Median Income, as established and periodically updated by HUD. Many SHA properties receive funding from other sources, including the Low Income Housing Tax Credit program, the HOME program, and the City of Seattle, and are subject to the income limits imposed by the regulatory agreements of each funding source, which may be more restrictive than the Public Housing program income limits.

#### B. SSHP Eligibility

Refer to [Chapter 7](#) for SSHP eligibility.

#### C. Citizenship

To qualify for housing assistance, at least one family member must be a citizen, national, or noncitizen with eligible immigration status. Households that do not have at least one eligible family member are not eligible to live in public housing and will be denied.

The family must declare whether each individual household member, including adults, foster adults, children, foster children, and live-in aides, is a citizen, a national, eligible noncitizen, or that they do not contend eligible immigration status. See the [Citizenship or Eligible Immigration Status](#) section of the [Verifications chapter](#) for required verification of status. Those who do not contend eligible immigration status are considered to be ineligible noncitizens who may reside in federally subsidized housing but must not receive such a subsidy.

SHA provides assistance for citizens, nationals, and eligible noncitizens only. SHA will prorate assistance if the family includes persons who do not contend eligible status. However, the income of those not contending eligible immigration status must be included in the pro-rated rent calculation.

#### *VAWA Self-Petitioners*

An applicant or resident may request admission as a result of being a VAWA self-petitioner. VAWA self-petitioners are noncitizens who claim to be victims of "battery or extreme cruelty," which includes domestic violence, dating violence, sexual assault, and stalking. Such persons



are allowed by HUD to indicate that they are in “satisfactory immigration status.” To confirm this, the applicant or resident must provide one of the following documents:

- I-360 VAWA Self-Petition
- I-130 Family-Based Visa Petition
- I-797 Notice of Action.

Once one of these documents are received, SHA is prohibited from requesting any additional information from the VAWA self-petitioner, other than what is required to complete the verification. SHA must then verify this through SAVE. Housing assistance and all other VAWA protections will be granted to the self-petitioner throughout the verification process until a final determination of their status is made. If the final determination is to deny the VAWA self-petition, SHA must take actions to evict the petitioner.

#### **D. Social Security Numbers**

The applicant and all members of the applicant’s household must disclose the complete and accurate social security number (SSN) assigned to each household member, and provide acceptable verification thereof as provided in the [Verifications chapter](#). In addition, each resident who has been issued a new SSN or who previously disclosed a SSN that HUD or the Social Security Administration (SSA) determined was invalid must, at the next interim or regularly scheduled reexamination, provide an accurate SSN and the documentation required to verify it. Residents who are age 62 or older as of January 31, 2010, and whose determination of eligibility was begun before January 31, 2010, are exempt from these requirements and remain exempt even if they move to a different assisted unit. Residents who do not satisfy both requirements are subject to all SSN disclosure and verification requirements.

#### **E. Consent to Release Information**

Each head of household and adult family member must sign consent forms agreeing to release any and all information that SHA deems necessary to the determination of the family’s eligibility and level of assistance. Consent forms may vary by program type, and by the type of information being requested.

#### **F. Full-Time Students**

When the public housing unit is also a tax credit unit, a household comprised entirely of full-time students is ineligible, unless one of the following exemptions applies:

- The students are receiving assistance under Title IV of the Social Security Act (i.e. TANF);
- The students were previously under the care of a state foster care program;
- The students are enrolled in a job training program receiving assistance under the Job Training Partnership Act or under other similar federal, state, or local laws;
- The household consists of a single parent and their dependents, in which neither the single parent nor their children are dependents of another individual (other than a parent of such children); or



- The household consists of persons who are married and eligible to file a joint tax return.

### **G. Debts to SHA or another Public Housing Authority**

HUD requires all housing authorities to report debt owed by tenants so that information on debts owed will be available when former tenants re-apply for housing assistance. Applicants are required to report to SHA any previous housing assistance received. If an applicant has an outstanding debt to SHA or any other housing authority, they must enter into a repayment agreement, or pay the debt in full, to be eligible for subsidized housing.

Applicants who have been selected from the waiting list and do not have outstanding public housing debt, or who make and maintain satisfactory arrangements to repay such debt, may continue through the process of eligibility determination and leasing.

Applicants who fail to disclose previous housing assistance or outstanding debt will be given an opportunity to repay the debt; however, if SHA discovers an undisclosed debt:

- Prior to the eligibility determination, work will be suspended on the application and the applicant must either pay the entire debt or enter into a repayment agreement;
- After the eligibility determination but before leasing, approval of the application will be suspended and leasing will be delayed until the entire debt is paid or applicant has entered a repayment agreement; or
- After the lease is signed, the entire debt must be paid in full or, at the discretion of SHA, the applicant may enter into a repayment agreement in accordance with the [Repayment Agreements](#) section in the [Program Administration chapter](#).

SHA may deny or terminate assistance for failure to repay debt.

## **3. Suitability Factors**

Applicants will be screened for suitability in accordance with SHA policies and HUD regulations. SHA shall screen all members of the applicant's household who are 18 years or older. The assessment will be made on the basis of current and past behavior. For the purposes of this section, *applicant* shall mean the head of household and each and every member of the household 18 years or older who will live in the home, regardless of age.

### **A. Suitability for Residence**

SHA seeks to promote safety and stability in its communities by leasing to applicants who have a reasonable expectation of being able to consistently comply with the terms of their lease agreement. Accordingly, SHA's screening process is structured to evaluate the ability of each applicant family member, 18 years and older, to:

- Pay rent in accordance with SHA's policies and lease provisions;
- Comply with terms of a lease agreement, health and safety codes, applicable laws and regulations;
- Properly maintain a residence in accordance with accepted standards of cleanliness, housekeeping, health, and safety; and applicable laws and ordinances;
- Live harmoniously, in respect of other SHA residents and the community at large;



- Comply with SHA policy and program requirements;
- Behave in a manner that will not adversely affect the health, safety, and welfare of SHA staff, its agents or invitees; and
- Not engage in criminal activity, including illegal drug-related activity, either on or off SHA premises.

The screening process may include information about the applicant's assets, income, criminal history, credit history, and housing history, and may be obtained from a variety of sources including credit reports, criminal records, rental references, criminal background reports, records of housing-related collections, evictions, judgments, and verification of income and assets.

## **B. Secondary Screening**

Applicants who cannot be approved based on positive rental references will be individually assessed by a Secondary Review Panel to consider mitigating circumstances. If approved in secondary review, applicants will be approved and referred for leasing. Applicants who are determined to be unsuitable in secondary review will be offered the opportunity for a hearing. For more information on application denial, see the [Denial of Application](#) section of this chapter.

## **4. Criminal History**

### **A. Criminal History Overview**

SHA recognizes the need to create a healthy and safe living environment for its residents by selecting applicants who can consistently meet rental obligations. Screening for criminal history is useful information in helping to make these determinations, but it does not necessarily predetermine an individual's ability to meet rental obligations.

In addition, SHA recognizes that arrest and incarceration rates have risen to unprecedented levels in the last 20 years, and the data demonstrates disproportionately higher rates of incarceration for persons of color and from lower socio-economic backgrounds. SHA believes that policies which automatically ban persons with a criminal history is a social justice issue, poses a barrier to family reunification and access to affordable housing, and can contribute to systemic homelessness.

SHA actively seeks to reduce barriers so that people are able to access our housing. SHA screens for criminal history consistent with federal regulations. We also provide opportunities, such as our secondary review process (see below), for applicants to demonstrate that past criminal behavior is incorrect or is not indicative of their chance for success in housing.

### **B. Grounds for Denial due to Criminal History per Federal Requirements**

- Individuals convicted of manufacture or production of methamphetamine on the premises of federally assisted housing are denied for life from occupancy in any federally assisted housing; and
- Sex offenders subject to a lifetime registration requirement in any state are denied for life from occupancy in any federally assisted housing.



### C. Screening for Criminal History

In keeping with federal requirements, SHA will conduct criminal background screening. For applicants not automatically barred by federal law (item B above), the applicant's criminal history will be assessed in the following areas with a two (2) year look back period.:

- been evicted from federally assisted housing for drug related activity in the last three years;
- been involved in any drug-related or violent criminal activity;
- abused (or had a pattern of abuse) of alcohol;
- has used illegal drugs (or had a pattern of use of illegal substances).

SHA will evaluate these reports and determine whether any of these activities, alone or together, would adversely affect the health, safety, and welfare of other residents or SHA employees. Applicants whose tenancies will not adversely affect the health, safety, and welfare of other residents or SHA employees, and whose housing history indicates a chance for success in housing, will be approved. Applicants whose criminal histories indicate risk to the health, safety and welfare of other residents or SHA employees will be given the opportunity to provide documentation of mitigating circumstances that may override this conclusion. Once all additional documentation has been received, the applicants file will be reviewed by a Secondary Review Panel as described below. In reviewing the application, the Secondary Review Panel will assess the totality of the applicant's circumstances, including any information the applicant has provided, and determine whether the application should be admitted or denied. If the Secondary Review Panel recommends denial of an applicant, he or she will have the right to an informal hearing.

### D. Secondary Review

Before taking final action denying an application based on criminal history, SHA will give the applicant an opportunity to provide information related to their individual circumstances, rehabilitation, or other information that indicates that past criminal behavior is incorrect or is not indicative of the applicants chance for success in housing.

The Secondary Review Panel will meet to review applications referred by the Admissions staff. The Panel will consider the impact of any mitigating circumstances such as the passage of time since offenses last occurred, various attributes of rehabilitation, any superseding positive housing history, and any additional information submitted by the applicant. Depending on the individual situation, the Panel may approve or deny the application, or call for more information before making a final decision. Examples of relevant mitigating circumstances include, but are not limited to:

- The seriousness of the offense;
- The extent of participation by the applicant in the offense;
- The extent to which the applicant has accepted responsibility for their actions;
- Completion of or ongoing compliance with sentencing;
- Completion of or on-going involvement in rehabilitative programming;
- Involvement in volunteer work, employment, educational activity, training programs, support groups, civic activities or other related activities;
- Changed circumstances since the offense;
- Support from teachers, community corrections officers, social workers, community leaders, volunteer program leaders, medical providers or others;
- Participation in drug court, mental health court or other rehabilitative court; and
- Past success in housing or meeting similar types of obligations.



**E. Removal of a Family Member's Name from the Application**

Should SHA's screening process reveal that an applicant's household includes an individual subject to state lifetime registered sex offender registration SHA will offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, SHA must deny admission to the family. For other criminal activity, SHA permits the family to exclude the culpable family members as a condition of eligibility. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the unit. After admission to the program, the family must display all reasonable efforts to present evidence of the former family member's current address upon SHA request.

**5. Denial of Application**

SHA will notify an applicant family of its final determination of eligibility in accordance with the policies above.

**A. Pre-Notice of Denial**

If SHA uses a criminal record or sex offender registration information obtained under 24 CFR 5, Subpart J, as a part of the basis of denial, a copy of the record must precede the notice to deny, with an opportunity for the applicant to dispute the accuracy and relevance of the information before SHA can move to deny the application. In addition, a copy of the record must be provided to the subject of the record.

**B. Notice of Denial**

If SHA determines an applicant to be ineligible or unsuitable, the application will be denied. The denial applies to the applicant's entire housing application, and is not limited to a specific property or program selected by the applicant, unless it can be shown that the sole reason for denial is due to ineligibility for a specific property or program which would not apply to a different property or program.

Denied applicants may respond in writing within two weeks of the date of notice of denial to:

- Dispute the denial decision;
- Challenge or dispute the information used to make the decision;
- Provide SHA with any additional information in support of the application not considered by SHA; and/or
- Request a hearing.

SHA shall evaluate any additional information provided by the applicant in response to the notice of denial. If the information is insufficient to cause SHA to rescind the denial, the application will be denied.



## Chapter 5: Household Composition and Occupancy Standards

### 1. Overview

This chapter defines family and household members who reside in SHA communities. Specifications related to the number of persons allowed per bedroom and per unit are detailed in this chapter to ensure optimal unit utilization.

### 2. Family

To be eligible for admission, an applicant must qualify as a family. As defined by HUD, *family* includes, but is not limited to, the following:

- A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
- A group of persons residing together, and such group includes, but is not limited to:
  - A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
  - An elderly family;
  - A near-elderly family;
  - A disabled family;
  - A displaced family;
  - The remaining member of a tenant family; or
  - Two or more persons who have a history of living together and sharing resources to meet the needs of the household.

*Household* is a broader term that can include additional people who are not members of the family, but who, with SHA's permission, live with the family in a public housing unit, such as live-in aides, foster children, and foster adults.

### 3. Head of Household

The *head of household* is an adult member of the family or an emancipated minor who has the legal capacity to enter into a lease and who is responsible for ensuring that the family fulfills all of its responsibilities under the lease and the low income housing program. Emancipated minors must have a certified copy of a court document(s) stating emancipation and be at least 16 years of age.

### 4. Spouse and Co-Head

*Spouse* means the marriage partner of the head of household. A *co-head* is an individual who is not a spouse but, with the head of household, is equally responsible for ensuring that the family fulfills all of its responsibilities under the lease and the Low Income Public Housing program. A household may include a spouse or co-head, but not both and may include only one co-head.



## 5. Other Adult

*Other adult* means a member of the household, other than the head, spouse, or co-head, who is 18 years of age or older or an emancipated minor on the date the lease is signed or at certification. Foster adults and live-in aides are not considered other adults.

## 6. Full-Time Student

A *full-time student* is a person who is attending school or vocational training on a full-time basis. The time commitment or subject load needed to determine if attendance is full-time is defined by the educational institution.

## 7. Dependent

A *dependent* is a family member (except foster children or foster adults) who is under the age of 18, or is a person with a disability, or is a full-time student.

### *Joint Custody of Dependents*

Dependents that are subject to a joint custody arrangement are a member of the family if they live with the head of household 50% or more of the time.

When more than one head of household claims custody of the same family member, the head of household with primary custody at the time of the initial lease-up or at the time of reexamination will be allowed to claim custody. SHA will make the custody determination based on available documents such as court orders, IRS income tax returns, school records, and any other credible evidence offered by the parties.

## 8. Elderly and Near Elderly Person and Family

An *elderly person* is a person who is at least 62 years of age. A *near-elderly person* is a person who is 50 to 61 years of age. An *elderly family* is one in which the head, spouse, co-head, or sole member is an elderly person.

## 9. Disabled Person and Disabled Family

### A. Persons with Disabilities

Persons with disabilities are classified as follows:

- A *disabled person* is one with an inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or for an individual who is at least 55 years old and is blind (*blindness* as defined by 42 U.S.C. 416(i)(1)), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which they have previously engaged with some regularity and over a substantial period of time;
- A *disabled person* is also one who has a physical, emotional, or mental impairment that:
  - Is expected to be of long-continued or indefinite duration;



- Substantially impedes the person's ability to live independently; or
- Is such that the person's ability to live independently could be improved by more suitable housing conditions;
- A *developmentally disabled person* is one with a severe chronic disability that:
  - Is attributable to a mental and/or physical impairment;
  - Is manifested before age 22;
  - Is likely to continue indefinitely;
  - Results in substantial functional limitations in three or more of the following areas: self-care, receptive and expressive language, learning, mobility, self-direction, capacity for independent living, and economic self-sufficiency; and
  - Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance are of lifelong or extended duration and are individually planned and coordinated.

For purposes of reasonable accommodations, a *person with a disability* is any person who:

- Has a physical or mental impairment that substantially limits one or more of the major life activities of an individual;
- Has a record of such impairment; or
- Is regarded as having such impairment.

The phrase *physical or mental impairment* includes:

- Any physiological disorder or condition, cosmetic or disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine; or
- Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term *physical or mental impairment* includes, but is not limited to: such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

*Major life activities* includes, but is not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, breathing, learning, and/or working.

*Has a record of such impairment* means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

*Is regarded as having an impairment* is defined as having a physical or mental impairment that does not substantially limit one or more major life activities but is treated by a public entity (such as SHA) as constituting such a limitation; has none of the impairments defined in this section but is treated by a public entity as having such an impairment; or has a physical or mental impairment that substantially limits one or more major life activities, only as a result of the attitudes of others toward that impairment.



The definition of *a person with disabilities* does not include:

- Current illegal drug users;
- People whose alcohol use interferes with the rights of others; or
- Persons who objectively pose a direct threat or substantial risk of harm to others that cannot be controlled with a reasonable accommodation under the Public Housing program.

## **B. Disabled Family**

A *disabled family* is one in which the head, spouse, co-head or sole member is a person with a disability. A disabled family is entitled to certain deductions from annual income.

## **10. Guests**

Residents may have guests at the premises for no more than 14 days in a three-month period, unless a longer period is approved by SHA in advance and in writing. Guests who remain in the unit for more than 14 days in a three-month period will be considered a boarder or lodger. Residents will provide such information as SHA may be required to determine the addresses of guests who are in the unit on a regular or recurring basis.

A head of household may request an exception to this policy in exceptional circumstances (e.g., care of a relative recovering from a medical procedure expected to last more than 14 days in a three-month period). An exception will not be made unless the head of household can provide the address of the residence to which the guest will return and verifiable proof that the guest lives at that address.

Children who are subject to a joint custody or visitation arrangement (who live outside of the unit at least 50% of the time), are not subject to the time limitations described above.

## **Admonishment**

SHA may exclude non-residents from property owned or managed by SHA, including all grounds, common areas, parking areas and hallways. Residents may not invite or allow anyone who is subject to trespass admonishment onto the property for any reason.

Knowingly inviting or allowing anyone subject to a trespass admonishment onto the property without written authorization from SHA constitutes a material violation of the lease and grounds for termination of the resident's tenancy. Residents must sign a notice of admonishment, found in the Lease Addendums Appendix (Appendix 1).

## **11. Foster Children and Foster Adults**

A *foster child* is a member of the household who is under 18 years of age or a full-time student 18 years or older, and who is under the parental control and responsibility of someone other than their biological mother or father. A foster adult is typically defined as a person with a disability, unrelated to the tenant family, who is unable to live alone.



## 12. Live-In Aide

A *live-in aide (LIA)* is a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- Is determined to be essential to the care and well-being of the person(s);
- Is not obligated for the support of the person(s); and
- Would not be living in the unit except to provide the necessary supportive services.

LIAs must:

- Be approved by SHA;
- Be at least 18 years of age;
- Pass a criminal background check;
- Not currently owe rent or other amounts to SHA or to another PHA in connection with Section 8 or Public Housing assistance;
- Provide care to a family or household member at least 120 hours per week; and
- Not be the significant other of the person needing a live-in aide.

Live-in aides must comply with the lease and the SHA House Rules and are not eligible for occupancy after the person for whom they are providing care no longer needs care or ceases to live in the unit. Live-in aides who do not vacate within 14 days after the person for whom they were providing care is determined to not need care or ceases to live in the unit may be evicted. Live-in aides are given permission to occupy the unit to provide specified services but are not household members and have no occupancy or tenant rights.

The head of household and live-in aide shall be required to:

- Sign the Live-In Aide Lease Addendum, found in the Lease Addendums Appendix (Appendix 1); and
- Submit a certification and acknowledgment stating that the live-in aide:
  - Is not obligated for the support of the person(s) needing the care;
  - Would not be living in the unit except to provide the necessary supportive services. The live-in aide cannot have their family members living in the unit with them; and
  - Is occupying the unit for the sole purpose of providing care and services for a household member, is not a family or household member, has no tenancy rights, and will vacate the unit when live-in-aide services are no longer needed.

Relatives may serve as live-in aides if they meet all of the live-in-aide criteria.

## 13. Absent Family Members

Household members may be temporarily absent from the unit for any legitimate purpose including educational activities, placement in foster care, military duty, employment, and medical reasons.



**A. Extended Absences**

Residents will inform SHA in writing of any absences from the unit of 60 days or more, and will not be absent from the unit for more than 120 consecutive days. A household member who is or is expected to be absent from the unit for 120 consecutive days or less within a 12-month period is temporarily absent and continues to be a household member. A household member who is or is expected to be absent from the unit for more than 120 consecutive days within a 12-month period is considered permanently absent and no longer a household member. Exceptions to this policy are discussed below.

**B. Absent Students**

When a household member attends school, the student will continue to be a household member unless SHA is advised by the head of household, or otherwise receives information, that the student has established a separate residence.

**C. Absences due to Placement in Foster Care**

Children placed in temporary foster care continue to be members of the household. If a child has been placed in foster care, SHA will verify with the appropriate agency when the child is expected to return to the household.

**D. Absences due to Military Duty**

A temporarily absent family member on active military duty would be counted toward household income unless that person is not the head of the household, spouse or co-head.

**E. Absent Head, Spouse, or Co-head due to Employment**

An employed head, spouse, or co-head absent from the unit more than 180 consecutive days within a 12-month period due to employment will continue to be a household member.

**F. Household Members Confined for Medical Reasons**

A household member permanently confined to a nursing home, hospital or other care facility will be considered permanently absent and no longer a household member.

The status of the household member must be confirmed with the care provider. If the provider cannot confirm the status, the household member will be considered temporarily absent until they have been out of the unit 180 consecutive days.

**14. Family Break-Up**

If a household breaks-up while living in an SHA unit, only one household member will be allowed to retain leasehold rights to the unit. If a court determines the disposition of the unit in a divorce or separation decree, or other court document, SHA will accept the court's determination and lease the unit accordingly. In the absence of a judicial determination or an agreement between the household members, SHA will determine who will lease the unit. In making this determination, SHA will take into consideration the following:

- The interest of any minor children, including custody and school arrangements;
- The interest of any ill, elderly, or disabled family members;
- The interest of any family member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking;



- The recommendations of social service or other professionals; and
- Any other relevant information.

## 15. Adding and Removing Household Members

Residents must receive prior written approval from SHA to add new members to the household for any reason including, but not limited to: marriage, adoption, and court-ordered custody. Changes to the household due to birth, adoption, or court-awarded custody must be reported within 14 calendar days of the change. Residents also must receive prior written approval from SHA for the return of any adult household members that previously left or were removed from the household. All additions to the household must meet the eligibility and suitability criteria described in the [Eligibility and Suitability chapter](#).

### *Additions to and Removal from the Resident Family and Household*

Only persons listed on the lease, or added in accordance with law or this policy, shall be permitted to occupy a dwelling unit. For units with tax credit funding, no one may be added to the lease in the first six months of residency.

Children (under the age of 18) will be added to families if:

- They are born to or adopted by a family member;
- A court awards custody to an adult family member listed on the lease;
- An adult family member listed on the lease has obtained legal guardianship (or can verify that they are in the process of gaining legal guardianship); or
- The residence will be their primary residence at least 50% of the time.

Families must report the addition of children to the household within 14 calendar days and provide acceptable documentation of the above.

Generally, SHA will approve the addition of an adult family or household member only when that individual qualifies under the suitability and eligibility criteria detailed in the [Eligibility and Suitability chapter](#) and does not overcrowd the family in the unit in which they currently reside, according to the occupancy standards listed below:

- Only households in good standing, as defined in the [Terminology](#) appendix to the [Overview of SHA and its ACOP chapter](#), are permitted to add adult members to their household;
- Households must request and obtain approval in writing prior to adding adult household members;
- Any adult added to a family will not have rights as a remaining family member nor qualify to be designated as the head of household, as defined in the [Terminology](#) appendix to the [Overview of SHA and its ACOP chapter](#) until they have lived in the unit for one year after approval by SHA;
- SHA will not approve the addition of an adult family or household member:
  - After the family has been notified by SHA of a required move to a smaller-sized unit; and/or
  - Within 12 months of the household's initial lease-up;



- SHA may choose not to approve the addition of an adult family or household member based on their previous behavior;
- If a family can provide evidence satisfactory to SHA that refusal to allow an adult to be added to the household will cause a hardship, SHA may, in its sole discretion, allow an exception to the above, as long as the following conditions are met:
  - The family must sign a smaller unit agreement;
  - The additions to the household will not exceed the following occupancy standards:

Maximum Permitted Occupancy	
Bedroom Size	Maximum Number of Persons in Household
0	2
1	4
2	6
3	8
4	10
5	12

- SHA will allow additions to the household exceeding occupancy standards if, and only if, the additional persons would qualify to be reported as dependents on the head of household's IRS return; and
- Under no circumstances will adults be added to the household if the additions put the household in breach of the city's fire code.

Residents who permit unauthorized individuals to occupy their units are subject to lease termination and eviction. Persons not on the lease that represent the unit address as their residence address for any purpose will be considered unauthorized occupants.

Heads of households wishing to remove a household member must display steps necessary to provide verification of the new address of the household being removed.

When an incident of domestic violence requires removal of the abuser from the unit, SHA may pursue eviction actions to terminate the tenancy of the abuser in accordance with the terms of the lease and SHA's eviction policy in the [Eviction](#) section of the [Terminations chapter](#).

## 16. Residual Assistance

Upon the death or permanent departure of the head of household, remaining household members can continue to lease the unit provided that at least one household member has been listed on the lease for at least one year and is an adult or emancipated minor who can execute a lease.

When all members of the household have vacated the unit, the leasehold rights do not transfer to any person who was not a household member approved by SHA. Live-in aides, foster children, and foster adults are required to vacate the unit when the head of household vacates



or when the person responsible for their welfare or the person for whom they provide care vacates.

If unemancipated minors are the only remaining members of the household, a caretaker may be allowed to reside in the unit on a temporary basis.

The approval of a caretaker is at SHA's sole discretion and subject to SHA's screening criteria. If a caretaker is needed, the following provisions apply:

- If a court or government agency has determined that an adult is to care for the minor child or children, the designated caretaker will not be considered a household member until a determination of custody or legal guardianship is made;
- If a caretaker has assumed responsibility for a child without the involvement of a court or government agency, the caretaker will be treated as a visitor for 90 days. After the 90 days, the caretaker will be considered a family member unless information is provided that would confirm that the caretaker's role is temporary. In such cases SHA will extend the caretaker's status as an eligible visitor;
- At any time that custody or guardianship legally has been awarded to a caretaker, the lease will be transferred to the caretaker, as head of household, provided that the caretaker passes eligibility and suitability screening; and
- During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify the family for any deductions from income.

## 17. Occupancy Standards

Occupancy standards ensure that units are occupied by households of the appropriate size and specify the minimum and maximum number of persons allowed per unit and bedroom. The standards have been established to avoid over-crowding and excessive wear, and to assure optimum use and avoid under-utilization of dwelling units.

Households will be assigned to a unit using the following occupancy standards and guidelines:

- Households will be assigned one bedroom per two persons regardless of age or sex, provided that an adult head of household will not be required to share a bedroom with a minor, but may do so upon request;
  - Live-in aides may be provided a bedroom;
- After being selected from the assigned bedroom size waiting list, a household may choose to occupy a unit with one bedroom less than designated on the Occupancy Standards table below, but must sign a statement agreeing to occupy the unit assigned at their request until their household composition size or circumstances change; and
  - If the applicant signs a lease after being selected from such a waiting list, they cannot transfer to a larger unit unless their household increases by at least one more person in number, beyond the number in the household at the time they were selected;
- All children that will live in the unit in the next year, as verified by official documentation, will be included when determining occupancy standards. This includes:
  - Unborn child(ren) of a pregnant household member;



- Children who are in the process of being adopted by an adult household member;
- Children under a joint custody agreement who reside in the unit at least 50% of the time;
- Foster children;
- Children whose custody is being obtained by an adult household member; and
- Children who are temporarily absent from home due to placement in foster care.

If a change in household composition results in the unit no longer being the appropriate size for the family based on the occupancy standards, SHA will transfer the family in accordance with the transfer policies in the [Transfers chapter](#). An exception, however, may also be granted for a unit assignment that is one bedroom size smaller than shown in the Occupancy Standards table when the number of household members exceeds the maximum number of persons allowed for the unit size, as defined in the Maximum Permitted Occupancy chart in the [Adding and Removing Household Members](#) section of this chapter, and the resident does not want to transfer to a larger size unit, provided that it does not exceed fire code standards.

Overhoused families living in units in which the number of bedrooms exceeds the maximum number of household members must accept a transfer to a proper-sized unit.

The chart below shows SHA's occupancy standards by family size and the resulting bedroom assignment:

Occupancy Standards		
Number of Family Members	Number of Adults in the family	Bedroom Size Assigned
1	1	0/1
2	1	2
2	2	0/1
3	1+	2
4	1	3
4	2+	2
5	1+	3
6	1	4
6	2+	3
7	1+	4
8	1	5
8	2+	4
9+	1+	5

### Exceptions to Occupancy Standards

SHA will consider granting exceptions to the occupancy standards upon a resident's request for reasonable accommodation, in accordance with SHA's reasonable accommodation policy in [Fair Housing and the Violence Against Women Act \(VAWA\) chapter](#). For example, an exception



may be granted if a larger bedroom size is needed for medical equipment due to its size and/or function, as a reasonable accommodation for a person with disabilities.

If at any point it is determined an applicant no longer qualifies for the unit size corresponding to the waiting list on which they are listed, the applicant will be moved to the appropriate waiting list in alignment with the waiting list policies in the [Waiting List chapter](#).

When evaluating requests for reasonable accommodation for exceptions to occupancy standards, SHA will not grant any exception that is in violation of local housing or occupancy codes, regulations or laws.

#### ***Seattle Senior Housing Program (SSHP)***

Where there are no applicants for a two-bedroom unit, the SSHP unit may be offered to a single person household.

When the SSHP household composition reduces in the number of household members as listed on the Dwelling Lease, the remaining resident(s) will not be required to transfer to a smaller unit.



## Chapter 6: Certifications: Annual and Interim Income and Rent Determination

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**MTW Activities Used in this Chapter:** Seattle Housing Authority has been afforded MTW regulation to impose a minimum rent charge and to avoid offering flat rents as required of non-MTW agencies. MTW authorization allows households to declare self-employment expenses up to 30% of gross business income without further validation of deductions. In mixed-income communities, SHA will remove housing subsidy when household income exceeds the established limit for six months. SHA may also impute income from public benefits when tenants declaring no income appear eligible for but decline to collect cash benefits. When a member of the household gains employment, SHA has discretion to delay any increases in rent. SHA may charge market rate rent as a penalty for noncompliance with the annual review process.

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### 1. Overview

A household's eligibility to receive housing assistance is based, in part, on their annual income. The amount of rent a household pays is calculated on their annual income, together with any deductions or allowances to which the household may be entitled. This chapter describes how household income is defined for these purposes and the ways in which tenant rent is calculated. Certifications for the purpose of determining Public Housing eligibility are described within this chapter.

### 2. Definition of Income

Annual income includes all amounts, monetary or not, which:

- Are received by the head of household or spouse (even if either is temporarily absent) and by all other household members;
- Will be received from a source outside the household during the 12-month period following admission or annual reexamination effective date; and/or
- Are not specifically excluded in the [Excluded Income Sources](#) section of this chapter.

Annual income also includes amounts imputed from assets in the possession of any member of the household.

### 3. Income Sources by Household and Household Members

Income received by all household members must be counted unless specifically excluded by federal regulations, as detailed in the [Excluded Income Sources](#) section of this chapter. It is the responsibility of the head of household to report changes in household composition and income. Sources of income included vary by age and status of household members. The table below summarizes how the income of various household members is treated.



Income of household members	
Head, spouse, or co-head and other adult household members	<ul style="list-style-type: none"> <li>All income not specifically excluded by federal regulations, including intermittent income and seasonal income.</li> </ul>
Full-time students 18 years of age or older	<ul style="list-style-type: none"> <li>Employment income up to \$480/year (does not apply to head of household and spouse).</li> <li>All other income not specifically excluded by federal regulations.</li> </ul>
Children under 18 years of age, excluding foster children	<ul style="list-style-type: none"> <li>All employment income for emancipated minors who are head, spouse, or co-head. (Employment income for other children, including foster children, under 18 years of age is excluded.)</li> <li>All income not specifically excluded by federal regulations.</li> </ul>
Temporarily absent household members	<ul style="list-style-type: none"> <li>All income not specifically excluded by federal regulations.</li> </ul>
Permanently absent household members	<ul style="list-style-type: none"> <li>Income is not included, and household member must be removed from lease.</li> </ul>
Foster children and foster adults	<ul style="list-style-type: none"> <li>Income received for the care of foster children and adults is excluded.</li> </ul>
Live-in aides	<ul style="list-style-type: none"> <li>Income from all sources is excluded.</li> </ul>

## 4. Anticipated Annual Income

The following is based on the regulations found on 24 CFR 5, Subpart F, with the exception of self-employment, which SHA has MTW authority to treat differently. Anticipated income means income that is expected within the 12-month period following admission or re-examination. Annual income includes the following sources:

### A. Wages and Related Compensation Included in Annual Income

Annual income includes, but is not limited to, the full amount—before any payroll deductions—of wages and salaries, overtime pay, commissions, fees, tips, bonuses, shift differentials, and other compensation for personal services. Any pay raise that a household member is scheduled to receive within 12 months of signing the lease or any reexamination must be included when determining employment income.

### B. Business and Self-Employment Income

Annual income includes the net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness will not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family. If the net income from a business is negative, it must be counted as zero income. A negative amount must not be used to offset other family income.

### C. Self-Employment [MTW 10.A.02 formerly Strategy 10.P.23]

Persons will be considered self-employed if they:



- Are working for themselves as a freelancer/contractor or the owner of a business; and
- Can reasonably expect to have both income and expenses directly related to their work over the next 12 months.

The primary source of self employment verification is a copy of a filed tax return or tax transcript.

#### **D. Odd-Jobs/Non-Traditional Income without Expenses**

SHA will not apply self-employment procedures to persons working odd-jobs/generating income from nontraditional sources. This includes persons who:

- Are obtaining money through activities that are expected to generate relatively little income; and/or
- Anticipate no expenses related to their freelance/contract work;
  - Such income will be classified as either:
    - Employment: When third-party verification is available; or
    - Other Income: If the resident's income is not received through a verifiable third-party source.

#### **E. Military Pay**

Annual income includes all regular pay, special pay, and allowances for members of the Armed Forces, except for the special pay to Armed Forces household members who have been exposed to hostile fire.

#### **F. Training Programs**

Training programs that do not fall under the stipulations listed in the [Excluded Income Sources](#) section of this chapter do count as income.

#### **G. Income from Assets**

Annual income from assets includes interest, dividends, and net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only for depreciation of assets used in a business or profession, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets, as defined in the [Assets](#) section of this chapter, in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by SHA in accordance with HUD guidelines. See the [Passbook Savings Rate](#) section in [Program Administration chapter](#) for SHA passbook savings rate policy.

Assets are discussed further in the [Assets](#) section of this chapter.

#### **H. Social Security, Supplemental Security Income (SSI), and State Supplementary Payment (SSP), and Department of Veterans Affairs Payments**

Annual income includes the gross amount of payments received from Social Security, Supplemental Security Income (SSI), State Supplementary Payments (SSP), and Department of



Veterans Affairs payments. See the [Excluded Income Sources](#) section of this chapter for exclusions pertaining to deferred, lump sum, and prospective monthly amounts.

#### **I. Treatment of Overpayment Deductions from Social Security Benefits**

When the Social Security Administration (SSA) has overpaid an individual, resulting in a withholding or deduction from their benefit amount, the individual's income will be based upon the reduced benefit amount after deducting only the amount of the overpayment withheld from the gross benefit amount.

#### **J. Special Needs Trusts**

SHA will include as income all regular, periodic non-medical payments to or on behalf of a resident from a Special Needs Trust, including regular expenses for the administration of the Special Needs Trust. However, the amount included as income from the Special Needs Trust must not exceed the income received and/or generated by the trust in a given year.

#### **K. Pensions, Annuities and Other Periodic Benefits**

Unless specifically excluded in the [Excluded Income Sources](#) section of this chapter, annual income includes the full amount of payments from annuities, insurance policies, retirement funds, pensions, disability or death benefits, and similar sources.

#### **L. Unemployment, Disability, Worker's Compensation and Severance Pay**

Annual income includes payments in lieu of earnings, such as unemployment, disability compensation, worker's compensation, and severance pay.

#### **M. Welfare/Public Assistance Income**

Annual income includes the gross amount of public assistance, which includes Temporary Assistance for Needy Families (TANF) and any payments to individuals or families based on need that are made under programs funded separately or jointly by federal, state, or local governments.

#### **N. Imputed Income from TANF and Other Cash Benefits [MTW 10.P.08]**

For zero income households that qualify for cash any benefits (such as TANF, the State's Employment Security, Department of Social and Health Services, and/or Child Support Enforcement Program) but choose not to collect them, SHA will impute the benefit amount based on the actual amount for which they are found to be eligible. Households that refuse to apply for cash benefits for which they appear to be eligible will be considered out of compliance with SHA rules and regulations. SHA will consider extenuating circumstances on a regular basis.

When a welfare agency imposes a sanction that reduces a resident's welfare income because the resident commits fraud or fails to comply with the agency's economic self-sufficiency program or work activities requirement, SHA will include in annual income the full amount of the benefits that were reduced as a result of the sanction.

This requirement does not apply to reductions in welfare benefits:

- At the expiration of the lifetime or other time limit on the payment of welfare benefits;



- If a household member is unable to find employment, even though the household member has complied with the welfare agency economic self-sufficiency or work activities requirements; or
- Because a household member has not complied with other welfare agency requirements.

SHA will not include imputed welfare income in annual income if the household was not an assisted resident at the time of sanction.

#### **O. Alimony and Child Support**

Annual income includes alimony or child support. Only the amount actually received by the household will be counted. Amounts ordered but not received by the household will not be counted. Child support paid by a resident cannot be deducted from annual income.

#### **P. Regular Contributions**

Annual income includes all regular monetary and non-monetary contributions or gifts from persons not residing within the household. Examples of regular contributions include, but are not limited to:

- Regular payment of a household's bills (e.g., utilities, telephone, rent, credit cards, and/or car payments);
- Cash or other liquid assets provided to any household member on a regular basis;
- In-kind contributions provided to a household on a regular basis, such as goods, commodities, and services. Non-monetary contributions will be valued at the cost of purchasing such items, as determined by SHA;
- Groceries; and
- Contributions supplied to a resident providing child care services by a person not living in the unit are included in annual income.

### **5. Excluded Income Sources**

Annual Income does not include the following:

- **Income from children:** Income from employment of children (including foster children) under the age of 18 years;
- **Foster and kinship care:** Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant household, who are unable to live alone) and payments for kinship care;
- **Lump-sum contributions:** Lump-sum contributions to a household such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), and settlements for personal or property losses (except as provided under 24 CFR 5.609(b)(5));
- **Irrevocable trusts:** An irrevocable trust that is not under the control of any household member is not an asset and is not included as income. See the [Irrevocable Trusts](#) section of this chapter for irrevocable trusts under control of household member;
- **Medical expenses:** Amounts received by the household that are specifically for, or in reimbursement of, the cost of medical expenses for any household member;



- **Live-in aide:** Income of a live-in aide;
- **Student financial assistance:** The full amount of student financial assistance paid directly to the student or to the educational institution;
- **Armed Forces pay:** The special pay to a household member serving in the Armed Forces who is exposed to hostile fire;
- **Supplemental Security Income eligibility:** Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- **Participants in other publicly assisted programs:** Amounts received by participants in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- **Training program income:** Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff are not included in income. Amounts excluded by the provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;
- **HUD training programs:** Amounts received under training programs funded by HUD;
- **Housing subsidies:** Housing subsidies paid by Plymouth Housing or HUD;
- **Resident service stipend:** Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for SHA or the owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time. If the stipend exceeds \$200 per month, the full amount must be included as income;
- **Temporary, nonrecurring or sporadic income (including gifts);**
- **Reparation payments:** Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- **Full-time student earnings:** Earnings in excess of \$480 for any full-time student 18 years old or older (excluding the head of household, spouse, and/or co-head);
- **Adoptions:** Adoption assistance payments in excess of \$480 per adopted child;
- **Deferred, lump-sum payments:** Deferred periodic amounts from supplemental security income (SSI) and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum or in prospective monthly amounts;
- **Refunds and rebates:** Amounts received by the household in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
- **Developmental disability:** Amounts paid by a state agency to a household with a member who has a developmental disability and is living at home to offset the cost of



services and equipment needed to keep the developmentally disabled household member at home;

- **Federal exclusions:** Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. Per the Updated List of Federally Mandated Exclusions From Income, these include:
  - **Food Stamp Act:** The value of the allotment provided to an eligible household under the Food Stamp Act of 1977;
  - **Domestic Volunteer Service Act:** Payments to volunteers under the Domestic Volunteer Service Act of 1973;
  - **Alaska Native Claims Settlement Act:** Certain payments received under the Alaska Native Claims Settlement Act;
  - **United States submarginal land:** Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes;
  - **Low Income Home Energy Assistance Program:** Payments or allowances made under the Department of Health and Human Services' Low Income Home Energy Assistance Program;
  - **Grand River Band of Ottawa Indians:** Income derived from the disposition of funds to the Grand River Band of Ottawa Indians;
  - **Indian trusts and gaming allotments:** The first \$2,000 of per capita shares received from judgment funds awarded by the National Indian Gaming Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands. This exclusion does not include proceeds of gaming operations regulated by the Commission;
  - **Title IV scholarships:** Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs. For Section 8 programs only, any financial assistance in excess of amounts received by an individual for tuition and any other required fees and charges under the Higher Education Act of 1965, from private sources, or an institution of higher education (as defined under the Higher Education Act of 1965, not be considered income to that individual if the individual is over the age of 23 with dependent children;
  - **Title V:** Payments received from programs funded under title V of the Older Americans Act of 1965;
  - **Agent Orange:** Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (101) or any other fund established pursuant to the settlement in *In Re Agent Orange Liability Litigation*, M.D.L. No. 381 (E.D.N.Y.);
  - **Maine Indian Claims Settlement Act:** Payments received under the Maine Indian Claims Settlement Act of 1980;
  - **Child care:** The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990;



- **Earned income tax credit:** Earned income tax credit (EITC) refund payments received on or after January 1, 1991, for programs administered under the United States Housing Act of 1937, title V of the Housing Act of 1949, section 101 of the Housing and Urban Development Act of 1965, and sections 221(d)(3), 235, and 236 of the National Housing Act;
- **Indian Claims Commission:** Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- **AmeriCorps:** Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;
- **Birth defects to children of veterans:** Any allowance paid under the provisions of 38 U.S.C. 1833(c) to children of Vietnam veterans born with spina bifida, children of women Vietnam veterans born with certain birth defects, and children of certain Korean service veterans born with spina bifida;
- **Crime victim compensation:** Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act;
- **Workforce Investment Act:** Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998;
- **School Lunch Act and Child Nutrition Act:** Any amount received under the Richard B. Russell School Lunch Act and the Child Nutrition Act of 1966, including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC);
- **Seneca Nation Settlement Act:** Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990;
- **Veterans disability benefits:** Payments from any deferred U.S. Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts;
- **Indian Veterans Housing Opportunity Act:** Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self-Determination Act (NAHASDA) and administered by the Office of Native American Programs;
- ***Elouise Cobell et al. v. Ken Salazar et al.*:** A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, 816 F.Supp.2d 10, for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010;
- **Assets for Independence Act:** Any amounts in an “individual development account” as provided by the Assets for Independence Act, as amended in 2002;
- **Indian Tribal Trust Cases:** Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in relevant PIH notices, “Exclusion from Income of Payments under Recent Tribal Trust Settlements;” and



- **Disaster Relief and Emergency Assistance Act:** Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act and comparable disaster assistance provided by states, local governments, and disaster assistance organizations.

## 6. Interim Changes in Income

Residents must report any change in income in writing within 14 days of receiving notice from the income source of the change. Reported changes must be submitted in writing by the 25<sup>th</sup> of the month in order for them to be processed to be effective the first of the following month. SHA will conduct an interim reexamination within 30 calendar days after the family request is submitted. SHA will make subsidy adjustments for all income decreases of any amount, or increases in excess of \$100 per month that are anticipated to last more than 30 days. (Under a State of Emergency, Interim Review policies may be modified)

A household with a minor who will become 18 years of age in the year following an annual recertification is not required to report their income for the recertification, but will be required to report the income at the household's next recertification. A household with a member who was but is no longer a full-time student (e.g., graduated, quit school, reduced credits taken) must report that household member's income as an increase in the next annual reexamination.

### *Interim Reexaminations for Self-Employment*

Households with members who are self-employed, including those running Home Based Businesses, may request an interim review if they experience an increase or decrease in income that lasts for at least three consecutive months. No more than three interim reviews for all self-employment, including Home Based Businesses, will be considered in any 12-month period.

SHA will not retroactively apply any decreases in income that the household failed to report when required.

## 7. Assets

Net family assets are the net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment. Interest, dividends, and other income from assets such as real property, personal property, savings, stocks, bonds, and other forms of capital investment, are included in annual income. Certain lump sums, such as inheritances, revocable trust, insurance payments, capital gains, and settlements for personal and property losses, and the income they generate, are also considered assets and are included as income. The value of necessary items of personal property such as furniture and automobiles are not counted.

### **A. Irrevocable Trusts**

Any income distributed from the trust to a household member or any regular payments made on behalf of or to a household member will be included as income.



### **B. Assets Disposed of for Less than Fair Market Value**

Any business or household asset that was disposed of for less than fair market value during the two years prior to the effective date of admission or reexamination is considered an asset. This does not include assets divested in a foreclosure, bankruptcy, or in a divorce or separation settlement when the applicant or household received some important consideration not measurable in dollars.

### **C. Calculating Income from Assets**

Household assets in excess of \$50,000 are included in annual income as follows:

- The actual income derived from the assets or;
- The imputed income, whichever is greater.

Imputed income from assets is calculated by multiplying the total net cash value of all household assets by the average passbook savings rate as determined by SHA. For more information, see the [Passbook Savings Rate](#) section of the [Program Administration chapter](#).

### **D. Jointly Owned Assets**

Annual income includes any amount derived from assets to which any member of the household had access during the previous 12-month period.

If an asset is owned by a household member and one or more non-household members, SHA will prorate the asset according to the percentage of ownership. If no percentage is specified or provided for by law, SHA will prorate the asset evenly among all owners.

## **8. Adjusted Income Deductions**

Income-based rents in the Public Housing program are based upon adjusted income. Adjusted income means the annual income of all members of the household residing in the unit or, upon application, intending to reside in the dwelling unit, after making deductions from the list below.

### **A. Dependent Deduction**

A deduction of \$480 is subtracted from annual income for each dependent. Dependents are defined as any member of the household, other than the head, co-head, or spouse, who is under 18 years of age, has a disability, or is a full-time student. Dependent deductions do not apply to unborn children, live-in aides (or their children residing with them), foster children, or foster adults who may be family members but are not household members.

### **B. Elderly or Disabled Household Deduction**

A deduction of \$400 from annual income is made for any household in which the head, spouse, or co-head is elderly or disabled.

### **C. Medical Expense Deduction**

For elderly and/or disabled households, unreimbursed, out-of-pocket medical expenses (including medical premiums) may be deducted to the extent that, in combination with any disability assistance expenses, they exceed 3% of annual income and are anticipated during the period for which annual income is calculated. If a household is eligible for a medical expense deduction, the medical expenses of all household members are counted. The most current IRS



Publication 502, Medical and Dental Expenses, will be used to determine the costs that qualify as medical expenses.

#### ***Self Certification of Medical Expenses***

For more information on medical expenses, see the [Medical Expenses](#) subsection in the [Verifications chapter](#) for deductions related to medical expenses.

#### **D. Disability Assistance Expenses Deduction**

Reasonable expenses for attendant care and auxiliary apparatus for each member of the household who has a disability, to the extent needed to enable any member of the household (including the member with a disability) to be employed, may be deducted from annual income. This deduction may not exceed the earned income received by household members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus.

Expenses incurred or reasonably anticipated by a household that qualifies for both medical and disability expense deductions will be considered medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities or other household member to work.

#### **E. Child Care Expense Deduction**

Child care expenses to be paid by the household for the care of children (including foster children) under 13 years of age that is necessary to enable a household member to work, seek employment, or further their education (academic or vocational), may be deducted from annual income to the extent such amounts are not reimbursed. The amount deducted must reflect reasonable charges for child care. When child care is necessary to permit employment, the amount deducted may not exceed the net amount of employment income included in annual income.

### **9. Rent Calculation**

Families must pay the amount of the monthly tenant rent determined by the SHA in accordance with HUD regulations and other requirements. The amount of the tenant rent is subject to change in accordance with HUD requirements.

The first step in calculating rent is to determine each household's total tenant payment (TTP). If the household occupies a unit that has resident-paid utilities, the utility allowance is subtracted from the TTP. The difference in this calculation is the household rent.

#### **A. Total Tenant Payment [MTW 10.P.18]**

A household's total tenant payment is the higher of the following amounts, rounded to the nearest dollar:

- 30% of the household's monthly adjusted income;
- 10% of the household's monthly gross income; or
- The minimum rent.



### **B. Minimum Rent [MTW 10.P.01]**

A minimum rent \$50 is charged for all leased units and is the lowest total rent payment permitted for any household.

### **C. Minimum Rent Hardship Exemption**

Residents may request a Hardship Exemption to the established minimum rent, reducing it to \$25 or \$0 based on their income. At no time will the monthly rent be reduced to less than \$0. Residents with exempt income are NOT eligible for a Hardship Exemption. The resident may request a reduction in the minimum rent for any of the following reasons:

- Out of pocket medical expenses equal to or exceeding 50% of the gross household income, and, as a result of the high medical deduction, the calculated rent, minus utility allowance if applicable, would be less than the established minimum rent. An exemption for this reason can be approved for up to 12 months; or
- The household would be evicted because it is unable to pay the minimum rent. An exemption for this reason must be requested monthly and cannot be approved for more than three consecutive months;

SHA will inform the resident whether the minimum rent hardship request has been approved or denied. The minimum rent cannot be less than \$0 regardless of income, debt or utility allowance. Households with exempt income are not eligible for a hardship exemption.

### **Determination of Hardship**

When a resident requests a financial hardship exemption, SHA will suspend the minimum rent requirement beginning the first of the month following the resident's request. SHA will then determine whether the financial hardship exists and for how long it is expected to last. The minimum rent will not be suspended for longer than the period described above for the type of hardship the household is experiencing.

SHA will not evict the resident for nonpayment of minimum rent during the period for which it is approved, beginning the month following the resident's request for a hardship exemption.

### **No Financial Hardship**

If SHA determines that there is no financial hardship, the minimum rent will be reinstated and the resident must repay the amounts suspended within 30 calendar days of SHA's notice that a hardship exemption has not been granted.

### **D. Utility Allowances**

Utility allowances are provided to residents when the cost of utilities is not included in the rent. When determining a household's rent, a utility allowance schedule is applied to the type of dwelling unit leased by the household and the unit size. See the [Utility Allowances](#) section in the [Program Administration chapter](#) for more information.

### **E. Prorated Rent for Mixed Families**

A mixed household includes at least one U.S. citizen or noncitizen with eligible immigration status, and any number of household members without eligible immigration status. Because HUD regulations prohibit assistance to household members without eligible immigration status, SHA prorates the assistance provided to a mixed household to exclude subsidy for the ineligible household members.



## 10. Reexaminations for Public Housing Continued Eligibility

Households who meet the following criteria will be eligible for continued occupancy:

- Household is in compliance with the terms of their Dwelling Lease and SHA policies and house rules are eligible for continued occupancy;
- Household includes only household members listed on the most recent certification, as well as household members added in accordance with the [Adding and Removing Household Members](#) section of [Household Composition and Occupancy Standards chapter](#);
- All household members have verified Social Security numbers or HUD-issued alternate IDs;
- Household members meet HUD standards on citizenship or immigration status or are paying a pro-rated rent. Each family in the unit must contain at least one U.S. citizen or eligible non-citizen at all times; and
- All adult household members are in compliance with Community Service Requirements (CSR), as applicable. See the [Community Service Requirement](#) section of the [Community Service Requirement chapter](#) for more information.

SHA must periodically certify that households are eligible for housing subsidy. To provide this certification, SHA must conduct an annual reexamination (at least once every 12 months) of family composition and income for non-elderly, non-disabled households and a triennial reexamination (at least once every 36 months) of households in which all adult family members are elderly and/or disabled. The reexamination process will begin approximately 120 calendar days before the effective date of the certification. SHA may also perform additional reexaminations when a resident transfers to a new unit or when SHA determines that a reexamination is needed because of other changes in a resident's circumstances. (Certification policies may be altered during a State of Emergency as described in the State of Emergency Appendix of this ACOP).

### A. Interview and Required Documentation

Residents are required to participate in a reexamination of income, which must be attended by the head of household, spouse, or co-head of household. Residents who are disabled may request a reasonable accommodation to have the reexamination conducted in a place or format accessible to the resident. Failure to attend two scheduled interviews for the same reexamination without contacting SHA constitutes a violation of the lease and may result in termination of the resident's tenancy as provided in the [Terminations chapter](#).

The information residents must provide at their reexamination includes, but is not limited to:

- Personal Declaration or Resident Eligibility Application;
- An Authorization for the Release of Information/Privacy Act Notice;
- Any documentation required by SHA to verify the household's income, assets, deductions, household composition;
- Any documentation required to show compliance with or exemption from the Community Service Requirement; and
- Any other information related to the household's eligibility.



Each household member age 18 and over on the effective date of the certification must complete and/or submit any required documentation. A parent or guardian may complete the paperwork on behalf of a minor.

Any required documents or information that the resident cannot provide at the time of the interview must be provided within 14 calendar days of the interview. Any resident who is unable to obtain the information or materials within 14 calendar days should request an extension, which shall not be unreasonably denied.

## **B. Verification of Changes**

The information provided by the household must be verified in accordance with the policies in the [Verifications chapter, or, during a state of emergency, in accordance with the State of Emergency Appendix to this ACOP](#). Certain information that is verified at admission does not need to be re-verified on an annual basis unless the resident reports a change or SHA has reason to believe a change has occurred. This includes, but is not limited to:

- Legal identity;
- Age;
- Social Security numbers;
- Disability status for household members with permanent disabilities; and
- Citizenship and immigration status.

## **C. Failure to Complete Reexamination [MTW 10.P.21]**

If a household fails to complete the reexamination no later than 60 days prior to the household's recertification effective date, the household's housing subsidy may be withdrawn until the reexamination is completed. When the subsidy is withdrawn, the household will be required to pay the market rent for the unit effective the first day of the month following withdrawal of the subsidy. Housing subsidy will be reinstated effective the first day of the month after the reexamination and certification are completed. The household will pay the market rent for the unit for the period during which the subsidy is withdrawn.

If the reexamination is delayed by the resident, the decrease in subsidy will be applied retroactively to the date the reexamination would have been effective without the delay, and the resident will be obligated to repay any overpayment of subsidy caused by the delay. To repay the subsidy, the resident may be offered a repayment agreement as provided in the [Repayment Agreements](#) section of the [Program Administration chapter](#).

## **11. Triennial Recertifications**

SHA will conduct recertifications every three years for public housing residents whose adult household members are exclusively elderly and/or disabled. In the two years between formal recertifications, SHA will adjust residents' rent according to Social Security Administration's annual cost of living adjustment (COLA), if any. (except as described in the State of Emergency Appendix of this ACOP)

A household may become eligible for the triennial recertification when all adults are elderly and/or disabled. Eligibility for the triennial recertification will become effective at the resident's next annual rent review, which will be a full recertification. Households who have reported zero



income or have reported medical expenses over \$5,000 are excluded from triennial recertifications. During the interim years, households eligible for triennials must continue to report all household and income changes. In the interim years, if a change in household composition or disability results in the household becoming ineligible for triennials, staff will return to annual processing of income.

If there is a change in the household's income per SHA's interim recertifications policy, an adjustment to rent will be made. See the [Interim Recertifications](#) section of this chapter for more information.

## 12. Rent Adjustments

Based upon information provided in the reexamination process, SHA will make subsidy adjustments.

### A. Annual and Triennial Recertifications

The following guidelines are applied when determining the effective date of rent/subsidy changes:

- A decrease in the household's subsidy will take effect on the first day of the month after the resident receives a 30 day notice of the decrease in subsidy and increase in the household's portion of the rent; and
- An increase in the resident's subsidy will take effect on the resident's recertification date;
  - If the subsidy amount cannot be determined by the recertification date because of resident-caused delays, the subsidy increase will be effective retroactively to the recertification date.

If SHA schedules a reexamination that is to be completed prior to the resident's recertification date for administrative convenience, the effective date of the subsidy adjustment will be determined by SHA. If the subsidy is decreased, the effective date will always be after the 30 day notice period.

### B. Interim Recertifications

Subsidy adjustments that result in an increase in the resident's portion of the rent are effective after 30 days' notice to the resident when the increase in the tenant's rent is less than 10%; when the increase in the tenant's rent is 10% or more, the resident will be given 60 days' notice. Adjustments that increase the subsidy and decrease the resident's portion of the rent are effective the first day of the month following notice to the tenant of the adjustment.

SHA will give 90 days notice of a rent increase if the increase is due to the resident becoming employed after at least six months of unemployment and is self-reported by the resident no later than 14 days from the date of employment.

### C. Retroactive Recertifications –Self-Employment

For self-employed persons, if at the household's next annual recertification it is determined that the resident's self-employment income has increased by at least \$1,200 per year over the income determined at their last action (move-in, transfer, annual, or interim) and the household has not reported increases in income within \$1,200 of the current amount, then SHA will:



- Retroactively apply the net self-employment income used at the current recertification to the household's previous certification (move-in/annual recertification as appropriate);
- Require the household to pay the difference between the rent they paid and the rent they should have paid, had they reported their income in a timely manner; and
- Take lease compliance action as needed.

#### **D. Retroactive Recertifications –All Other Income**

Adjustments to the resident's portion of rent as a result of the resident's failure to report changes and/or to accurately report the household's income and/or composition as set forth in the Dwelling Lease and SHA policy shall be effective retroactive to the first of the month following the date the change occurred or date the resident failed to report accurate information. The resident shall pay SHA the difference between the amount actually paid and the correct amount of rent.

#### **E. Errors in Rent Calculations**

Where an error has been made in the calculation of rent and the error has resulted in an overcharge to the resident, the adjustment to the resident's rent shall be effective retroactive to the first of the month following the date the error was made and the resident's account credited accordingly.

Where an error has been made in the calculation of rent by SHA staff, the error has resulted in an undercharge to the resident, and there is no evidence that the resident misrepresented or failed to report their household's income and/or composition, the resident will not be retroactively charged the difference between the rent the resident paid and the rent they should have been charged.

#### **F. Excess Consumption**

When applicable, households will be charged for excess utility usage according to SHA's current posted schedule. See the [Utility Allowances](#) section of the [Program Administration chapter](#) for full utility policy.

### **13. Rent Due Dates**

Rent is due on the date set forth in the resident's lease. SHA may permit an alternative to the standard rent due date if the household provides sufficient justification. An alternative rent due date may be approved for a single month or can be approved on an ongoing basis for an indefinite period. A request for an alternative rent due date must be made prior to the date the rent is due. Any request made after the date the rent is late will not be approved and the rent due will be subject to late charges and legal charges.

#### **Late Payments/Non-Payments**

If payments are late or not made for two consecutive months or any three months within a 12-month period, it will be considered a breach of the agreement and SHA may terminate tenancy in accordance with the termination policies in the [Terminations chapter](#). The remaining balance on the payment agreement will become due and payable on demand.

A late charge will be assessed in accordance with the annual late fee schedule specified within the Dwelling Lease.



## **14. Graduation from Public Housing Subsidy in Mixed-Income Communities** **[MTW 13.P.01]**

Families shall graduate from public housing subsidy when the household's public housing calculated rent exceeds the maximum allowed rent at the 60% area median income (AMI) set-aside for their unit size, as established annually by the Washington State Housing Finance Commission (WSHFC) for a period of six consecutive months.

Families who graduate from public housing subsidy may remain in their current unit as an unsubsidized household. The monthly rent amount will be set at the market, unsubsidized rent amount that will not exceed the tax credit maximum allowed rent for their unit, if applicable.

The next available unsubsidized vacancy that is of the same bedroom size and within the same limited partnership, if applicable, or property, shall be rented as a public housing subsidized unit.



## Chapter 7: Seattle Senior Housing Program

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**MTW Activities Used in this Chapter:** MTW authorization allows SHA to designate some units elderly-/disabled-only, such as those found in the Seattle Senior Housing Program (SSHP). SHA has been allotted MTW discretion to not distinguish between senior and non-senior-disabled when filling vacancies in the SSHP portfolio. MTW further authorizes SHA to offer flat rents for SSHP participants and to include property-specific pet policies for SSHP residencies. SHA may conduct rent reviews on a schedule different from that dictated by HUD, as an approved MTW activity.

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### 1. SSHP Overview [MTW 8.P.03]

The Seattle Senior Housing Program (SSHP) was created with funds from the City of Seattle bond issue (Ordinance 110124) and through SHA Board Resolutions 2439 and 4699 to provide affordable housing for seniors and to those with low income who are disabled. SSHP units are owned and managed by SHA.

To qualify for SSHP, the head of household or spouse must be at least 62 years old or disabled at move in. Of SSHP units, 10% are available for low income, non-elderly disabled persons. Applicants and residents must have an annual income of 80% or less than the area median income and be able to afford a rent within a tiered system that is based upon the resident's income. SHA will strive to house extremely low-income residents (whose incomes are 30% of area median income or less) in SSHP to the extent that the program can remain financially viable.

SHA may, in its discretion, offer placements in Elderly Only properties to near elderly households (household member age 50 to 61) if there are insufficient elderly household applicants to fill available vacancies in Elderly Only properties.

As an approved Moving to Work (MTW) activity, some aspects of the Seattle Senior Housing Program operate differently than the rest of SHA's properties, and are detailed in this chapter.

### 2. Nondiscrimination

It is the policy of Seattle Housing Authority to provide equal opportunity in the provision of housing for low-income persons. No qualified person applying for housing assistance, or resident of SHA, is to be discriminated against because of race, color, religion, sexual orientation, marital status, age, veteran status, or disability. In circumstances where an otherwise qualified applicant or resident requires an accommodation, SHA will review the request in accordance with the [Reasonable Accommodations](#) section of the [Fair Housing and the Violence Against Women Act \(VAWA\) chapter](#) to determine if such accommodation is reasonable and within the scope of SSHP.

### 3. Applying for SSHP Housing Assistance

Applicants apply for SSHP by submitting an application form, which also includes options to apply for subsidized assistance in the LIPH, HOPE VI, Special Portfolio and Project-Based Housing Choice Voucher programs. Applicants may select up to two Seattle Senior Housing



Program properties in addition to any public housing properties they may have selected. For more information on applying to SSHP, see the [Applying for Housing Assistance](#) section in the [Waiting List chapter](#).

#### **A. Social Security Number**

Applicants must provide a Social Security number in alignment with the [Social Security Numbers](#) section of the [Eligibility and Suitability chapter](#).

#### **B. Suitability**

In addition to being eligible, applicants for Seattle Senior Housing Program properties must be determined to be suitable, which is defined as:

- The ability to pay rent in accordance with Seattle Senior Housing Program's policies and lease provisions;
- The ability to maintain a rental unit and its premises in accordance with the Seattle Senior Housing Program's policies and lease provisions and generally accepted standards of cleanliness and housekeeping;
- The ability to live harmoniously with other residents and neighbors and maintain conduct which will not adversely affect:
  - The health, safety, or welfare of other residents or neighbors;
  - The physical environment of the community; or
  - The health, safety, or welfare of Seattle Senior Housing Program staff or agents of SHA, or employees of the City of Seattle, or service providers;
- The ability to refrain from engaging in criminal activity including illegal drug-related activity either on or off SHA premises; and
- The ability to comply with SHA rules and program requirements including Seattle Senior Housing Program rules.

SHA shall screen all applicants for suitability based upon current and past behavior.

If the screening process includes use of private screening services, applicants will be required to pay the costs of the screening service. Relevant information respecting the habits or practices to be considered may include, but is not limited to the following:

- An applicant's past performance in meeting financial obligations, especially rent. Admission shall be denied to applicants who have outstanding debt to Seattle Housing Authority. Collection alternatives may be offered in lieu of denial if repayment is made prior to the determination of suitability;
- A past record of disturbing neighbors, destruction of property, or housekeeping habits;
- A history of physical violence to persons or property, use or sale of illegal drugs, or other criminal acts which would indicate a high rental risk; and
- Other information relating to the household's ability to successfully live in and maintain a unit.

Each applicant shall provide sufficient information to enable the Seattle Senior Housing Program to make an informed decision as to the applicant's suitability. The lack of reliable



information demonstrating the applicant's ability to meet the suitability criteria will result in denial of the application.

An applicant's suitability for the Seattle Senior Housing Program shall not be finally determined until the lease is signed.

#### **C. Refusal to Provide Information or Verification**

Applications shall be denied if the applicant:

- Refuses to provide verification; or
- Fully disclose all information relevant to the eligibility and suitability determination.

#### **D. Denial**

Denial of an application may be based upon the applicant's:

- Failure to meet the Seattle Senior Housing Program eligibility and suitability screening criteria such as age, disability, or income;
- Landlord references;
- Ability to pay rent;
- Unacceptable previous conduct;
- Demonstrated inability to comply with the terms of the lease and maintain a unit;
- Refusal to provide verification when requested;
- Failure to fully disclose all information relevant to the eligibility and suitability determination;
- Providing false or misleading information;
- Attributes and previous behavior which demonstrates that the applicant is an unreasonable risk to the community or other residents; or
- Failure to meet any other suitability criteria.

Approved applicants may be denied admission for criminal activity by any member of the household which occurs between the date of the initial tenant screening and the date of leasing. Approved applicants may also be denied admission if information becomes available prior to leasing which, had it been known at the time of the initial suitability determination, would have resulted in a denial of the application; and if their statements or behavior during the admissions process indicate they will not be a suitable resident of Seattle Senior Housing Program based on the suitability criteria detailed in the [Suitability](#) section above.

The applicant(s) shall be given an opportunity to respond to a denial of their application, and to provide such further relevant information as may serve to substantiate the contesting of the decision.

## **4. SSHP Waiting Lists**

### **A. Waiting List Types**

For information on waiting list types, see the [Waiting Lists](#) section of the [Waiting List chapter](#).



**B. Waiting List Preference [MTW 12.P.06]**

Applicants who are residents of the City of Seattle have preference, and are ranked on the SSHP waiting list ahead of those who live outside the City of Seattle.

SSHP waiting list ranking is based upon the following criteria:

- Head of household, co-head, or spouse is at least 62 years of age;
- If no household member is over 62 years of age, the household must have a person with a physical or mental disability. *Physical or mental disability* shall mean a person who has a physical or mental impairment that substantially limits one or more major life activities;
- No member of the household may be under 18 years old. Members of the household who are not elderly or disabled are not eligible for continued occupancy should the eligible head of household die or vacate the unit;
- Household income cannot exceed 80% of Seattle area median income;
- Household must have a minimum monthly gross income of 2.5 times the current minimum rent tier at time of rent, as specified in SSHP governing documents; and
- Occupancy by non-elderly disabled households is limited to 10% of the unit stock.

Based upon the criteria above, the order of preference for SSHP applicants is as follows:

1. Elderly applicants who are Seattle residents and have an eligible income;
2. Elderly applicants who live outside Seattle and have an eligible income;
3. Non-elderly disabled applicants who are Seattle residents and have an eligible income; and
4. Non-elderly disabled applicants who live outside Seattle and have an eligible income.

Applicants who do not qualify in any of the categories above will be retained on the waiting list with their original application date. Applicants in this category can become eligible by aging into elderly status or becoming disabled, and having an eligible income.

**C. Updating Family Information while on the Waiting List**

The SSHP procedure for updating family information while on the waiting list is the same as the LIPH procedure. See the [Updating Family Information while on the Waiting List](#) section in the [Waiting List chapter](#).

**D. Removal from the Waiting List after Leasing**

Applicants will be removed from all SSHP waiting lists when they lease a unit or indicate by word or deed that they are no longer interested in a SSHP unit.

**E. Reinstatement with Cause**

All applications canceled for failure to respond to a request for information or verification at any point in the application process may be reinstated for 30 days following the date of cancellation. Applicants may appeal in writing for reinstatement, in accordance with the policies in the [Informal Hearings and Grievances chapter](#).



## 5. SSHP Rent Policy

### A. Rent Tiers [MTW 10.P.17]

SSHP households pay a flat rent from a tiered rent structure, according to household income and unit bedroom size. SSHP rent tiers can be found on SHA's website.

In some SSHP buildings and units, the rent on the fifth tier may be too high to attract tenants. SHA shall have the option of offering those between 50% and 80% of AMI a rent on the fourth tier or a rent between the fourth and fifth tier amounts in these instances in order to minimize vacancy rates and maintain competitive and affordable rents.

Effective January 1<sup>st</sup>, 2018, the targeted distribution of SSHP rent shall be amended as follows:

- At least 75% of units are provided to households with incomes below 30% of AMI;
- 15% of units provided to households at 30% to 40% of AMI; and
- 10% of units provided to households at 40% to 80% of AMI.

### Annual Adjustments

The flat rents in SSHP are adjusted annually based on the Cost-of-Living-Adjustment (COLA) and Consumer Price Index (CPI). Rents on tiers one and two will be adjusted based on the most recent COLA released in October of each year. Rents on the third, fourth, and fifth tier will be based on the most recent CPI release from April of each year.

SHA will give residents at least 30 days' notice for all rent increases, and 60 days' notice for rent increases that are 10% or greater. Since COLA is typically released in October each year and new SSHP rents are implemented on January 1<sup>st</sup>, there is a potential for some administrative and timing challenges to occur. To avoid these challenges, beginning January 1<sup>st</sup>, 2018, the SHA Executive Director will be authorized to adjust the rent of SSHP residents on the anniversary of their move-in or on a building-based schedule to help ease administrative burden.

Except for residents of Ravenna School, SSHP households do not receive a utility allowance, and water, sewer, and garbage utility costs are included in the rent. Residents of Ravenna School receive rent adjustments in line with their recertification.

### B. Interim Recertifications

Residents must report any change in income in writing within 14 days of receiving notice from the income source of the change. SHA will make subsidy adjustments for all income decreases of any amount, or increases in excess of an average of \$100 per month that are anticipated to last more than 30 days. For income increases below \$100 per month and more information on hardship criteria related to loss of income, see the [Hardship Criteria](#) section below.

A household with a member who was, but is no longer, a full-time student (e.g., graduated, quit school, reduced credits taken) must report that household member's income as an increase in the next annual reexamination.



If there is a change in the resident's income that results in a permanent decrease in the household's gross annual income, the resident may request a recertification to reduce their rent to a lower rent tier.

Each household will be allowed one adjustment to a lower rent tier per calendar year.

### **C. Rent Review [MTW 10.P.03]**

Income reviews for households in which all members are elderly and/or disabled and on fixed incomes will be done every three years or, for SHA convenience, within a 40 month period.

### **D. Rent Due**

Rent is due on the first of each month in accordance with the Seattle Senior Housing Program Lease, which can be found in the Lease Addendums Appendix (Appendix 1).

The rent for SSHP residents who receive a Housing Choice Voucher subsidy will be calculated according to Housing Choice Voucher program rules (see the Section 8 Administrative Plan).

### **E. Adjusted Income Deductions**

Adjusted Income deductions do not apply to the Seattle Senior Housing Program.

### **F. Hardship Criteria**

SHA shall offer the following hardship policies for SSHP residents:

- Any SSHP resident paying more than 40% of their income in rent can apply for a transfer for immediate consideration to Ballard House or Westwood Heights, SHA's two senior designated buildings where residents pay 30% of income in rent; and
- Any SSHP resident who experiences a rent increase as a result of a change in income source may apply to have their rent increase waived if their increase in income is less than \$100 per month.

The following previously enacted SSHP hardship criteria will remain in effect. SSHP residents may claim hardship if they cannot afford the minimum rent tier under the following circumstances:

- If no income was received into the household the previous month; or
- The household has documentation that it will not receive any income in the current month for one of the following reasons:
  - A death in the household has occurred; or
  - The household income has decreased due to a change of circumstances, such as involuntary loss of employment or benefits.

In the case of approved hardship exemption, the rent will be reduced to zero for that one month. The household may request a hardship rent deferral for one additional month for the same reasons. The following month the deferred rent will be due along with any current rent owed. SSHP residents in good standing (as defined in the [Terminology](#) appendix to the [Overview of SHA and its ACOP chapter](#)) who cannot afford the lowest rent tier beyond the hardship period will be offered the opportunity to transfer to a unit that would be affordable (for example, "regular" public housing in Ballard House or Westwood Heights which are senior communities).



## 6. SSHP Repayment Agreements

SSHP repayment agreements shall be governed by the LIPH repayment agreement policies. See the [Repayment Agreements](#) section in the [Program Administration chapter](#).

## 7. SSHP Occupancy Standards

SSHP occupancy standards shall be governed by the LIPH occupancy standards policies. See the [Occupancy Standards](#) section in the [Household Composition and Occupancy Standards chapter](#).

## 8. SSHP Dwelling Lease

The head of household and an authorized Seattle Housing Authority staff member shall execute the SSHP Dwelling Lease.

### A. Modifications to the Lease

SSHP lease modifications shall be governed by the LIPH lease modifications policies. See the [Modifications to the Lease](#) section in the [Leasing and Inspections chapter](#).

### B. Unit Inspection

At the time the lease is executed, the unit shall be inspected and the condition of the unit described in writing, which shall be signed by the resident and by SHA. When the unit is vacated, the unit shall be inspected and the former resident will be provided, within the period and in the manner required by state law, a written description of the charges, if any, for which the resident is responsible. The resident may ask to accompany staff on the inspection. In-unit smoke detectors will be tested at minimum once a year. The type and frequency of inspections shall be in accordance with SHA policy, found in [Leasing and Inspections chapter](#).

## 9. SSHP Security Deposits and Non-Refundable Cleaning Fees

### A. Security Deposits

A security deposit shall be required of all residents occupying units in the Seattle Senior Housing Program. When there is a reasonable possibility of damage in excess of normal wear and tear, an additional deposit may be collected. The resident shall be provided a statement in writing of the reasons for the additional damage deposit.

At the end of tenancy, the resident's security deposit will be refunded less any amount needed to compensate SHA for:

- Unpaid rent;
- Damages due to abnormal wear and tear; and
- Any charges or other costs owed by the resident to SHA or incurred by SHA as a result of the tenant's acts or failure to act in compliance with the lease.

Damage deposits shall be refunded or notification of any amount to be withheld from a damage deposit shall be provided to the resident at their last known address within the amount of time



specified in the lease. No interest shall be paid to the resident on the security deposit while held by SHA.

Deposits shall be charged based upon unit size and will be reviewed and/or updated annually. When SHA has reason to believe that the potential for damage to a unit or the cost of returning a vacated unit to SHA's occupancy standards may exceed average costs, an additional deposit may be collected. Those circumstances include, but are not limited to, additional lock and security alarm deposit and additional pet deposits. For information on pet deposits, see the [SSHP Pet Policy](#) section below. All deposits shall be available to reimburse SHA for any costs incurred to restore the unit, even if such costs are not related to the specific reason the additional deposit was collected.

### **B. Non-Refundable Cleaning Fee**

All SSHP residents, except residents of Ravenna School, shall be charged a non-refundable cleaning fee which shall be used to pay the costs of preparing the unit for leasing after the resident vacates. Non-refundable cleaning fees shall not be refunded, unless a resident never takes possession of the unit (never moves in) or takes possession of the unit and vacates within 30 days of leasing and leaves the unit in the condition without any change in its initial condition.

## **10. SSHP Assistance Animal Policy**

Use of assistance animals in SSHP properties is governed by LIPH assistance animal policy, found in the [Assistance Animals](#) section of the [Assistance Animals and Pets chapter](#).

## **11. SSHP Pet Policy [MTW 5.P.04]**

Seattle Senior Housing Program residents are allowed to own and keep pets only as described below. All pets must be approved by SHA in writing in advance. Prior to receiving approval of any pet, residents must sign the SSHP Pet Policy Lease Addendum, found in the Lease Addendums Appendix (Appendix 1). Except for the limitations on allowable pets below, possession of pets in SSHP properties is governed by the LIPH Pet Policy in the [Assistance Animals and Pets chapter](#).

### ***Allowable Pets***

The following limitations and restrictions apply to household pets in SSHP units:

- Birds: Maximum of two. Farm animals are not permitted;
- Fish: Only one aquarium, maximum of 30 gallons;
- Reptiles and rodents are not permitted;
- Cats:
  - Are not allowed except at the properties specified within the SSHP Pet Policy Lease Addendum;
  - Must be indoor cats;
  - Are limited to no more than one per household;
  - Must be inoculated and licensed in accordance with applicable state and local laws;
  - Shall be spayed or neutered;



- Require a waterproof litter box for cat waste. Litter shall be disposed of in an appropriate manner by double bagging and disposed of in the appropriate trash receptacles. Pet waste or pet litter shall not be disposed of in the toilet;
- Must, at any time they are in common areas of the building, including grounds, be in a pet carrier and kept under control;
- Shall be registered with SHA prior to their introduction to the building in accordance with the SSHP Pet Policy Addendum; and
- Require payment of an additional security deposit as specified in the SSHP Pet Policy;
- Pets shall not be permitted at any time in community rooms or community kitchens;
- Dogs are not allowed as pets but are allowed to accommodate a disability. See the [Assistance Animals](#) section in the [Assistance Animals and Pets chapter](#), which is the same for LIPH and SSHP; and
- Pets other than cats must be kept in an appropriate cage or container and may be removed only when the cage or container is inside the owner's unit.

## 12. SSHP Transfers

Aside from the following policies, SSHP transfers shall be governed by the LIPH transfer policies found in the [Transfers chapter](#).

### A. Inspection

The resident's unit must be inspected prior to SHA's approval of a transfer and the resident must pay for the repair of any damage beyond reasonable wear and tear, or enter into a payment agreement for such damage.

### B. SHA Initiated Cancellation

If, between approval of a transfer and the actual transfer, the resident seriously or repeatedly violates their lease, SHA may cancel the transfer approval or impose a waiting period of up to six months. During this period, the transfer will be held in abeyance. Any serious or repeated lease violations during the waiting period will result in cancellation of the transfer approval and the resident will be required to submit a new request, which will be placed at the bottom of the transfer request waiting list.

### C. Security Deposit, Cleaning Fee, and Rent

Upon transfer to a new unit, the security deposit shall be increased to the amount charged other residents moving into units of the same size and a non-refundable cleaning fee will be required for the new unit. The rent will be recalculated according to the SSHP rent policy in effect at the time of the transfer.

### D. Transition between Units

The resident must move to the new unit and return the keys to the old unit to SHA on or before the date rent is first due on the new unit. If the resident does not completely vacate the old unit and turn in the keys to management in a timely manner, the resident shall be charged, in addition to the rent for the new unit, a per day charge for the old unit in an amount equal to 1/30<sup>th</sup> of the monthly rent previously paid by the resident for the old unit. Any property remaining in the resident's old unit will be declared abandoned and all items remaining will be removed and stored or disposed of in accordance with the [Storage and Disposal upon Termination](#)



section of the [Terminations chapter](#). Residents shall be charged for removal and disposal of the property remaining.

**E. Unit Offer**

Each resident will be offered one unit that meets the criteria of their transfer request. A resident may decline the offer of a unit for good cause only.

**13. SSHP Lease Terminations****A. Change in Household Members**

The tenancy of any household in the Seattle Senior Housing Program that does not include an eligible elderly and/or disabled member will be terminated.

**B. Death of Resident**

For policy concerning death of a resident, see the ACOP Terminations chapter sections titled: Death of Head of Household in Multiple Member Household; and Death of Sole Family Member.

***Other Matters***

For all other matters concerning lease terminations, refer to the [Terminations chapter](#).



## Chapter 8: Verifications

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**MTW Activities Used in this Chapter:** SHA has been afforded MTW regulation to promote cost effectiveness and self sufficiency through a streamlined rent review processes including self-certification of medical expenses up to a certain value. The asset income threshold has also been raised, with assets below the established value eligible for self-certification. SHA may adopt tax credit rules or the rules of other major funders regarding the length of time income verification documents are considered valid for income review processes. SHA may adopt a streamlined income verification hierarchy.

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### 1. Overview

As a condition of receiving assistance, each applicant and resident is required to authorize SHA to verify the information related to their eligibility and must cooperate in the verification process. This chapter describes how SHA administers the verification process.

### 2. Consent to Release of Information

The family must supply any information necessary to verify their participation in the program and must provide any consents needed for SHA to verify that information.

All applicants and residents must sign appropriate forms for release of information, including but not limited to the [General Release of Information Lease Addendum](#). Household members may be required to sign other consent forms as needed to authorize SHA to collect information concerning the household's eligibility and level of assistance.

#### *Penalties for Failing to Provide Consent*

SHA will deny admission to applicants and terminate assistance to residents who refuse to sign a required consent form. A family so denied or terminated may request a hearing in accordance with SHA's grievance procedures, found in the [Informal Hearings and Grievances chapter](#).

### 3. Verification Methodology

#### **A. Income [MTW 10.A.01]**

SHA uses the income verification methodology set forth in the relevant HUD PIH notices. For units that receive both tax credit and public housing subsidy (combo units), SHA will apply tax credit verification rules. In order of priority (except as described in the State of Emergency Appendix to this ACOP), the forms of income verification are:

- Enterprise Income Verification System (EIV);
- Up-Front Income Verification (UIV) using a non-HUD system;
- Written third-party verification: Applicant-/resident-provided documents (Note: Third-party verification is not required when legal documents are the primary source, such as birth certificates or other legal documentation of birth.);
- Written third-party verification: Verification received by SHA directly from income source (i.e. employer);
- Oral third-party verification; and



- Self-certification.

For income, SHA will follow the hierarchy as noted above. An exception to this rule applies when a public housing unit is funded through multiple sources (i.e. is a combo unit). In such a situation, staff will follow the verification hierarchy for Tax Credit units; however, staff will still run EIV for households in public housing units, even when the unit has other funding sources.

SHA will not verify income that is fully excluded from the annual income determination by regulation (i.e. food stamps) as found in the [Excluded Income Sources](#) section of the [Certifications: Annual and Interim Income and Rent Determinations chapter](#). SHA may accept a family's signed application or reexamination form as self-certification of fully excluded income; however, if there is any doubt that a source of income qualifies for full exclusion, SHA may require verification.

### *Use of Enterprise Income Verification System (EIV)*

SHA is required to access the EIV system and obtain an Income Report for each household.

SHA must notify all adult program participants (including minors upon their 18<sup>th</sup> birthday) of their rights pertaining to the use of information in EIV with HUD-52675, Debts Owed to Public Housing Agencies and Terminations.

### *Income Verification Flexibility based on Income Type and Change Type*

In certain circumstances the EIV income verification hierarchy is inefficient. To reduce administrative burden and decrease processing times flexibility may be applied in accordance with the table below.

Income Change Situation	Resolution
<b>Units where other funding is combined with HUD</b>	Utilize WSHFC verification requirements.
<b>Wage Income Change (increase or decrease)</b>	Utilize written or oral third-party verification <b>first</b> ; EIV/UIV second as it is inefficient in the timely capture of wage changes. Tenant declaration may be necessary as a last resort to promptly adjust TTP.
<b>Wage Termination</b>	Written/oral third-party verification may be <b>co-equal</b> with tenant declaration if the termination occurred within 10 days of reporting and/or the employer is not able to be contacted to verify. <b>Because wage termination results in immediate and significant hardship, timeliness is especially emphasized in these circumstances.</b>
<b>Pension/Annuities</b>	Pension data may not always be readily available by a third-party source, but recent statements provided by pension institutions to clients may be both accurate and very timely. In these situations, tenant declarations may be used if third party verification is not timely.
<b>Zero Income Households During Interim</b>	UIV plus Tenant Declaration: Households whose incomes change to zero may be required to make statements regarding their expenses and how they are paid. Negative verification may be obtained from ESD, DSHS, and DCS.



***Self-Employment***

Verification of self-employment income as specified in SHA's procedure will follow the verification hierarchy above.

***Zero Income***

Applicant household members age 18 and older who claim to have no income will be required to sign a Zero Income Certification (completed by head of household and zero income family member). The applicant must provide proof of the absence of benefits from Employment Security Department of Social and Health Services, Office of Support Enforcement and Social Security (optional). SHA will pursue verification through all income sources at its disposal if information is received that indicates the applicant has an unreported income source. SHA may also require a credit check to evaluate the applicant's description of its income compared to its credit relationships and recurring financial obligations. If the applicant reports that no one in their household receives any income of any kind, the head-of-household will be required to complete a Zero Income Questionnaire form at the time of the eligibility interview. The purpose of this form is to assist SHA in determining the veracity of the applicant's claim by asking the applicant to explain how their bills and expenses are taken care of in the absence of any household income.

***B. Assets [MTW 10.P.19]***

Households may self-certify up to \$50,000 in assets for public housing units. Households living in units that also have tax credit funding (also known as "combo units") may only self-certify up to \$5,000 in assets. When total household assets are above these limits, SHA must follow the verification protocol above for each asset.

***C. Deductions******Dependent Deduction***

SHA will verify for all household members:

- The birth date of any person under the age of 18;
- The full-time student status of any person aged 18 or older who is reported by the household as a full-time student; and
- The disability of any person who is 18 or older and reported by the household as disabled. For more information, see the [Verification of Disability](#) section in this chapter.

***Elderly/Disabled Family Deduction***

For housing units for seniors and disabled, SHA will verify that the head, spouse, or co-head is 62 years of age or older or is a person with a disability. For more information, see the [Resident Information](#) section of this chapter.

***Child Care Expense Allowance***

The amount of the child care expense allowance deduction will be verified following the standard verification methodologies described in this chapter. In addition, SHA will verify that:

- The child(ren) is/are being cared for is/are under the age of 13;



- The costs claimed are not reimbursed;
- The costs are for an allowable type of child care (i.e. not paid to someone living in the unit);
- The costs are reasonable based on industry standards and do not exceed the amount of total gross income earned by the family member made able to work during the hours for which child care is paid;
  - The expense for child care is not limited when that family member is furthering education or seeking work; however, the cost must still be reasonable; and
- The costs enable a member to pursue an eligible activity;
  - The family member(s) that the family has identified as being enabled to seek work, pursue education, or be gainfully employed, are currently pursuing those activities.

### **Medical Expenses [MTW 10.P.13]**

Households whose head, spouse, or co-head are verified as disabled and/or 62 years of age or older and whose annual income is solely from fixed-income sources may self-certify up to \$5,000 in out-of-pocket, unreimbursed medical expenses. Elderly/disabled households that claim more than \$5,000 in out-of-pocket, unreimbursed medical expenses must verify all out-of-pocket, unreimbursed medical expenses using the above protocol, and no expenses may be self-certified. SHA will verify that the medical expenses are allowable, medically necessary, and likely to continue in the next 12-month period. SHA will use the most current IRS Publication 502, Medical and Dental Expenses, as its guide as to allowable/unallowable expenses, with the exception that it may allow expenses related to a reasonable accommodation approved by SHA (i.e. the care of an assistive animal approved as a reasonable accommodation for a person whose disability is not physical).

For households whose head, spouse, or co-head are verified as disabled and/or 62 years of age or older and whose annual income is not solely from fixed income sources, all out-of-pocket, unreimbursed medical expenses must be verified using the above protocol, and none may be self-certified. SHA will verify that the medical expenses are allowable, medically necessary, and likely to continue in the next 12-month period. SHA will use the most current IRS Publication 502, Medical and Dental Expenses, as its guide as to allowable/unallowable expenses, with the exception that it may allow expenses related to a reasonable accommodation approved by SHA (i.e. the care of an assistive animal approved as a reasonable accommodation for a person whose disability is not physical).

For households with a family member who has been verified to have a disability and the household is claiming out-of-pocket, unreimbursed expenses for attendant care and/or auxiliary apparatus to allow a household member to work, SHA will verify that the care/apparatus is necessary to allow any family member (including the person with disabilities) to work. SHA will also verify the income from the person(s) who work.

### **D. Criminal History**

Criminal history verification will come from a from a third-party private screening contractor. For more information on criminal history, see the [Criminal History](#) section of the [Eligibility and Suitability chapter](#).



### E. Suitability

Suitability factors including housing history and non-residential references will be verified in accordance with stipulations set in the [Eligibility and Suitability chapter](#).

### F. Waiting List Preference

Waiting list preference will be verified in accordance with the [Preferences](#) section of the [Waiting List chapter](#).

### G. Verification Document Requirements

Any documents used for verification must be the original (except for official copies of documents, such as birth certificates, and except as described in the State of Emergency Appendix to this ACOP), and must be dated within 120 days of the certification effective date. The documents must not be materially altered, redacted, or illegible in whole or part. Print-outs from web pages are considered original documents, provided that the information has not been altered.

Self-certifications must be made in a format acceptable to SHA and must be signed in the presence of an SHA representative or notary public. SHA will not pass the cost of notarization onto the applicant or resident.

### H. File Documentation

The method of calculating income and rent must be documented in the applicant or resident file. All verification attempts, information obtained, and decisions reached during the verification process must be recorded in the family's file in sufficient detail to demonstrate that all of the verification policies required under the rules and regulations of the Public Housing program, or other housing program as may be relevant, have been followed.

When third-party verification cannot be obtained, the reason why the third-party verification was not available must be documented.

## 4. Resident Information

### A. Verification of Legal Identity

SHA requires residents to provide verification of legal identity for each household member. Legal identity will be verified for all applicants at the time of eligibility determination and in cases where SHA has reason to doubt the identity of a person representing him or herself to be a resident or a member of a resident family. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

Verification of Legal Identity for Adults	Verification of Legal Identity for Children
<ul style="list-style-type: none"> <li>Valid or recently expired (60 days) United States drivers license or state ID card</li> <li>Certificate of U.S. Citizenship</li> <li>Certificate of Naturalization</li> <li>Valid U.S. passport</li> </ul>	<ul style="list-style-type: none"> <li>Hospital certificate</li> <li>Government-issued birth certificate</li> <li>State birth registration card with child's full name</li> <li>Valid or recently expired (60 days) state ID card or driver's license</li> </ul>



<ul style="list-style-type: none"> <li>• Valid foreign passport</li> <li>• Permanent Resident Card or Alien Registration Receipt Card with photograph</li> <li>• Veterans Administration or military-issued photo ID Card</li> </ul>	<ul style="list-style-type: none"> <li>• DSHS medical coupon that documents child's birth date and full name or last name and initials</li> <li>• Any valid USCIS document that includes the child's name and birth date</li> <li>• Adoption papers</li> <li>• Custody agreement</li> <li>• Valid U.S. passport</li> <li>• Valid foreign passport</li> </ul>
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## B. Social Security Numbers

Each member of the household, with the exception of individuals who are lawfully in the United States but do not contend eligible immigration status and existing residents who were at least 62 years of age as of January 31, 2010, whose initial determination of eligibility was begun before January 31, 2010, must provide the complete and accurate Social Security Number (SSN) assigned to the participant and to each member of the participant's household and the documentation needed to verify each valid SSN. SHA will accept the following documentation as acceptable evidence of the Social Security number:

- An original SSN card issued by the Social Security Administration (SSA);
- An original SSA-issued document, which contains the name and full SSN of the individual; or
- An original document issued by a federal, state, or local government agency, which contains the name and full SSN of the individual.

Documentation of a SSN provided by an applicant or resident may be rejected if:

- The document is not an original document;
- The original document has been altered, mutilated, or is illegible;
- The document appears to be forged; or
- There is reason to believe the SSN is not assigned to the person using it.

If a document is not acceptable the applicant or resident shall be told why it is not acceptable and shall be given 60 days to obtain and submit acceptable documentation.

When a resident seeks to add a new household member who is at least six years of age, or who is under the age of six and has a SSN, the resident must provide the complete and accurate SSN assigned to each new member at the time of reexamination, in addition to the documentation required to verify it. SHA may not add the new household member until such documentation is provided.

When an applicant or resident seeks to add a new household member who is under the age of six and has not been assigned a SSN, the applicant or resident must provide the SSN assigned to each new child and the required documentation within 90 calendar days from the child being added to the household. A 90 day extension will be granted if the applicant's or resident's failure to comply was due to circumstances beyond their control. While waiting for documentation of



the SSN, the child will be considered part of the assisted household. If verification is not received within the 90 day period (or the extended 90 day period, if authorized), and the tenancy of the household will be terminated as provided in 24 CFR 5.218.

Except when there has been misrepresentation or fraud, Social Security numbers shall be verified only once during continuously-assisted occupancy.

### **C. Citizenship or Eligible Immigration Status**

Eligible status will be verified for all applicants at the time of application and determination of program eligibility, and when SHA has reasonable cause to question the status of an applicant, resident, or member of an applicant or resident family.

#### ***U.S. Citizens and Nationals***

HUD requires a declaration for each household member who claims to be a U.S. citizen or national. The declaration must be signed personally by any household member 18 or older and by the parent or guardian of any minors.

Family members who claim U.S. citizenship or national status may be required to provide additional documentation such as a birth certificate, certificate of U.S. citizenship, certificate of naturalization, or passport.

#### ***Eligible Noncitizens***

All family members claiming eligible immigration status must declare their status in the same manner as U.S. citizens and nationals. For each person that claims eligible noncitizen status.

Persons aged 62 and older must provide verification of age.

For persons under the age of 62, the family must provide SHA with acceptable verification as specified by HUD and as updated in the *Federal Register*. Current acceptable verifications are listed in SHA's procedures.

SHA will then follow the USCIS SAVE Verification Process for verification of eligible immigration status. More information can be found at: <https://www.uscis.gov/save/getting-started/save-verification-process>

#### ***Persons Not Contending Eligible Immigration Status***

Persons not contending eligible immigration status must only sign the declaration indicating their status.

### **D. Documentation of Age**

A birth certificate or other official record of birth is the preferred form of age verification for all household members. For the elderly, an original document that provides evidence of the receipt of Social Security retirement benefits is acceptable. Other acceptable documentation includes:

- Baptismal certificate;
- Military discharge papers;
- Valid passport;
- Census document showing age; and
- Any documentation listed under the [Verification of Legal Identity](#) section of this chapter.



Except when there has been misrepresentation, fraud, or administrative error, age shall be verified only once during continuously-assisted occupancy.

### **E. Verification of Disability**

For purposes of receiving a deduction (either a dependent deduction or a disabled deduction), SHA must obtain verification that the person with a disability meets the definition of a person with disabilities under 24 CFR 5.403.

For purposes of reasonable accommodations, SHA must obtain verification that a person with a disability meets the definition of an *individual with handicaps* under 24 CFR 8.3.

SHA will not inquire about the nature or extent of a person's disability, or inquire about a person's diagnosis or details of treatment for a disability or medical condition. However, SHA will ask all applicants about:

- Their ability to meet the requirements of tenancy;
- Their qualification for a dwelling unit available only to persons with disabilities or to persons with a particular type of disability; and
- Their qualification for a priority available to persons with disabilities or to persons with a particular type of disability.

### **F. Verification of Relationships**

Applicants and residents are required to identify the relationship of each household member to the head of household. Self-certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the resident may be asked to provide other verification. Where the family is requesting to add a new member to the household, additional verification of the relationship will be required, in accordance with the [Adding and Removing Household Members](#) section in the [Household Composition and Occupancy Standards chapter](#).

#### ***Marriage, Divorce, Separation***

The standard verification of marital status is a marriage certificate. Additions to existing households resulting from marriage require verification by marriage certificate. However, couples who apply, and are subsequently admitted and certified as married couples will not be required to submit a marriage certificate.

The standard verification for divorce is a divorce decree.

The standard verification of separation is any third-party document that reasonably provides evidence of separation.

#### ***Custody***

The standard verification of custody is any third-party document that reasonably provides evidence that the child(ren) live in the household at least 50% of the time. For example, school verification showing the child's address as that of the household.



***Absence of Adult Member***

If an adult member who was formerly a member of the household is reported to be permanently absent, SHA must verify that the person is no longer living in the unit. Third-party documentation received from the family or a third-party is preferable, but as a last resort, SHA may accept a self-certification.

***Foster Children and Foster Adults***

For foster children and/or foster adults living in a household, third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

***Verification of Student Status***

For full-time students aged 18 or older who are not the head, spouse, or co-head, see the [Dependent Deduction](#) subsection above. SHA may also require verification of student status if the applicant/resident claims a child care deduction to enable a family member to further their education.

Units with tax credit funding are subject to Low Income Housing Tax Credit rules concerning full-time students.



## Chapter 9: Leasing and Inspections

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**MTW Activities Used in this Chapter:** Seattle Housing Authority has been afforded MTW authority to implement a cost-benefit approach to unit and property inspections.

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### 1. Overview

This chapter explains SHA's leasing and unit inspection obligations. It further outlines the circumstances in which SHA is permitted to enter occupied dwellings.

### 2. The Dwelling Lease

The Dwelling Lease is the contract between SHA and the resident that specifies the obligations that the landlord and tenant have to each other. The Dwelling Lease contains lease addendums for certain policies, found in the Lease Addendums Appendix (Appendix 1). The dwelling lease will also include all required provisions from 24 CFR 966.4.

#### A. Lease Execution

The initial lease is executed at the time of admission by the resident and SHA. A new lease is executed at the time of transfer from one SHA unit to another. The initial term of the lease is one year, and renews annually unless terminated by SHA for cause.

The head of household, and, if applicable, spouse and co-head, are required to sign the lease prior to taking possession of the unit. Lease signers must be persons with legal capacity to execute contracts. Each adult executing the lease shall be legally and financially responsible for the household's compliance with the duties and obligations under the lease. The head of household, spouse and co-head are provided a copy of the executed lease and SHA retains a copy in the resident's file.

#### B. Modifications to the Lease

The lease may be modified at any time by written agreement of the resident and SHA. When changes in laws or regulations require amendment or revision of the lease, SHA may unilaterally amend or revise the lease. Whenever SHA proposes an amendment or modification to the lease in these circumstances, it will give residents at least 30 calendar days advance notice of the proposed changes and an opportunity to comment on the changes. SHA will consider all comments before formally adopting changes to the lease. Lease revisions related to changes in policies or business practices shall become effective at the next annual lease renewal for each resident.

After proposed changes have been approved for incorporation into the lease, residents will be notified at least 60 calendar days in advance of the effective date of the lease revision. A resident's refusal to accept lease revision is grounds for termination of tenancy.

### 3. Inspection Types [MTW 3.A.03]

SHA inspects each dwelling unit prior to move-in, at least biennially after move-in and at move-out. SHA is also authorized to inspect each dwelling unit in special circumstances.



**A. Move-In Inspections**

SHA and the applicant must inspect the dwelling unit prior to occupancy to determine the condition of the unit and equipment in the unit at the time of move-in. The head of household, spouse or co-head of household must attend the initial inspection and sign the relevant inspection form(s).

**B. Annual/Biennial Inspections**

SHA inspects all occupied units using HUD's National Standards for the Physical Inspection of Real Estate (NSPIRE). Residents shall cooperate with HUD and SHA in the conduct of these inspections

**C. Move-Out Inspections**

SHA inspects the unit when the resident vacates the unit. The resident is encouraged to attend the inspection and may do so upon request. Residents who vacate without notice waive the right to participate in the vacate inspection.

The resident shall be responsible for any damage to the unit that exceeds normal wear and tear, based upon the condition of the unit described in applicable SHA report(s). The cost of repairing damage in excess of normal wear and tear shall be charged to the resident and to the resident's security deposit. SHA will provide the resident, within the amount of time specified in the Dwelling Lease, a statement of any charges assessed and a reminder of SHA's obligation to report debts owed and reason for termination to HUD via the Enterprise Income Verification system. A reference copy of [HUD Form-52675](#) shall also be provided, with note of "signature on file."

**D. Special Inspections**

SHA staff may conduct a special inspection for any of the following reasons:

- Housekeeping;
- Unit condition;
- Suspected lease violation;
- Preventive maintenance;
- Routine maintenance; and
- In any emergency.

**E. Other Inspections**

Building exteriors, grounds, common areas and systems will be inspected according to SHA's maintenance plan.

***Smoke Detectors***

For information on smoke detector inspections, see the [Fire Policy and Smoke Detectors](#) section in the [Program Administration chapter](#).

**4. Entry into Units****A. Non-Emergency Entries**

1. SHA (including its contractors and agents and partners) may enter the unit, as allowed by State and Local law, during reasonable hours for purposes such as routine



inspections, maintenance, improvement or repairs, or to show the dwelling unit for re-leasing. SHA shall provide notice as required by the lease and State and Local law. If no adult household member is present at the time of entry, SHA will leave a written statement showing the date, time, name of employee who entered and purpose of the entry prior to leaving the dwelling unit.

2. SHA employees are not permitted to allow persons into the unit without the resident's express consent which may be granted by resident providing written correspondence to SHA, specifically naming the person who may enter and when access is permitted.

### **B. Emergency Entries**

SHA may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe that an emergency exists.

In deciding whether there is an emergency that necessitates entering a resident's unit without the resident's consent, SHA staff shall consider if entry is required to:

- Protect the health or safety of the resident(s) of the unit;
- Protect the health or safety of the building; or
- Prevent damage to the unit, its contents, or the building.

If there is a possible health emergency that may require staff to enter a unit, staff shall consider:

- Whether the resident is known to have a condition that could result in the resident being unable to provide consent to enter;
- Whether the resident has expressed a desire for staff to enter the unit or not;
- Whether the resident has missed regularly scheduled appointments, activities or events; and
- Any other convincing and reliable information that provides reason to believe there is a health emergency.

To the extent possible, information received shall be verified by persons listed as the resident's emergency contact, family members, medical professionals or other care providers.

## **5. Scheduling of Inspections**

Inspections will be conducted during business hours. If a resident needs to reschedule an inspection, they must notify SHA at least 24 hours prior to the scheduled inspection. SHA will reschedule the inspection no more than once unless the resident has good cause to delay the inspection. SHA may request verification of such cause.

### **Attendance at Inspections**

Except at move-in inspections, the resident is not required to be present for the inspection. The resident may attend the inspection if he or she wishes. If no one is at home, the inspector will enter the unit, conduct the inspection and leave a copy of the inspection report in the unit.



## 6. Inspection Results

### A. Emergency Repairs

If the unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety, the resident must immediately notify SHA of the damage, and SHA will repair the unit within a reasonable time.

If the damage was caused by a household member or guest, SHA will charge the resident for the reasonable cost of repairs. SHA may also take lease enforcement action against the resident. If SHA cannot make repairs quickly, SHA will offer the family standard alternative accommodations. If SHA cannot repair the unit within a reasonable time or offer alternative housing, rent shall be abated in proportion to the loss of the unit. Rent shall not be abated if the damage was caused by a household member or guest, or if the resident rejects the alternative accommodations.

Defects hazardous to life, health or safety include, but are not limited to, the following:

- Any condition that jeopardizes the security of the unit, the premises, the property, or of other residents;
- Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling;
- Gas or fuel oil leaks;
- Electrical problems or conditions that could result in shock or fire;
- Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit;
- Utilities not in service, including no running hot water;
- Conditions that present the imminent possibility of injury;
- Obstacles that prevent safe entrance or exit from the unit; and
- Inoperable smoke detectors.

### B. Non-Emergency Repairs

SHA will correct non-life threatening health and safety defects within a reasonable period of time. If SHA is unable to make repairs within a reasonable period due to circumstances beyond SHA's control (e.g. required parts or services are not available, weather conditions, etc.) SHA will notify the resident of an estimated date of repair. The resident must allow SHA access to the unit to make repairs.

### C. Resident-Caused Damages

Damages to the unit beyond wear and tear will be charged to the resident in accordance with SHA's schedule of maintenance and damage charges. Repeated or excessive damages to the unit beyond normal wear and tear will be considered a serious and/or repeated violation of the lease.

### D. Housekeeping

Housekeeping habits that pose a health or safety risk, encourage insect or rodent infestation, or cause damage to the unit constitute a violation of the lease. In such instances, SHA will issue a



notice for the resident to correct the condition. Failure to correct the condition within the required time-frame or to allow for a reinspection may result in termination of tenancy.

SHA may terminate tenancy for serious or repeated violations of the lease.

## 7. Lockouts

### *During Normal Working Hours*

If the household is locked out of their unit, the head of household, spouse, or co-head may go to the building or community property management office, and upon presentation of suitable identification (which verifies their tenancy), may borrow or purchase a key to their unit. When on-site staff is available, staff may provide entry to the unit (if then available). There shall be no charge to the resident for this service, other than the cost of the key if one is purchased. The staff will not provide a key or entry to the unit to any other household member who is not head of household, spouse, or co-head.

### *After Normal Working Hours*

If there is no staff present when a lockout occurs, or if it is after normal working hours, SHA provides 24-hour on-call lockout services through a contracted service provider to all tenants, except for units subject to a management plan approved by HUD and/or SHA, whose policies can be found in their respective management plans.

The service provider will, depending on availability, respond to notice of lockouts from SHA's answering service, meet and verify the identity of residents from a list that will be provided to the service provider by SHA, and, provided all identification criteria are met, admit heads of household, co-heads, or spouses into their units with a master key.

Fees for lockouts will be charged in accordance with SHA's set fee schedule.

## 8. Air Conditioners

Only free-standing, portable air conditioner units shall be permitted (in-window air conditioner units are prohibited). Residents must receive written permission from SHA for any window modifications required for the venting of air conditioner units.

Residents shall bear the costs of purchase and installation except for approved ADA accommodations, in which SHA will pay for installation costs only.



## Chapter 10: Transfers

### 1. Overview

This chapter describes SHA's policies related to transferring residents from one unit to another. In some circumstances SHA may require a resident to move to a different unit. Except in extremely rare scenarios, SHA's transfer policy does not provide for resident-requested transfers. Residents who desire to live in a different unit for reasons not described in this chapter must apply to the applicable program and/or community's waiting list. Occupancy Standard Transfers may be mandated by SHA or requested by the resident. SHA may deny a transfer of any household not in *good standing*, as defined in the Terminology section of the Overview Chapter. Types of transfers and other transfer policies are described below.

For all transfers eligibility requirements for the individual unit must be met including income set asides and other funder requirements. Transfers between programs are not allowed.

### 2. Types of Transfers

#### A. Domestic Violence Transfers

SHA allows for tenant requested transfers under the federal protections provided by the Violence Against Women Act (VAWA). Moving costs for VAWA transfers are paid for by the resident. Please refer to the [VAWA Emergency Transfer Plan](#) and the [VAWA Lease Addendum](#).

#### B. Reasonable Accommodation under the Americans with Disabilities Act (ADA)

Residents with a disability may request a transfer to a different unit as a reasonable accommodation for the disability. For the definition of a disabled person, see the [Disabled Person and Disabled Family](#) section under [Household Composition & Occupancy Standards](#).

If an accommodation request is approved, SHA will pay the costs of the transfer. For further information on reasonable accommodations, please refer to the Fair Housing section of the ACOP.

#### C. Management Transfers (the following are types of management transfers)

##### *Uninhabitable Unit*

If a unit becomes uninhabitable for any reason, residents must notify SHA immediately upon becoming aware that the unit is uninhabitable, even when damage is obvious or otherwise evident. SHA will immediately evaluate the damage and repair the unit within a reasonable time period in accordance with applicable laws and regulations. SHA may also evaluate and repair the unit without notification from the resident. If necessary repairs cannot be made within a reasonable time period or if the repairs cannot be made with the resident occupying the unit, SHA will assist the resident in obtaining alternate accommodations. Depending on unit availability, SHA may either temporarily transfer the resident to an appropriate unit in an SHA owned property or assist them in obtaining temporary accommodations at SHA's expense. If, however, the damage is a result of intentional, reckless or grossly negligent acts by a household member or guests, relocation is not required and the tenancy may be terminated.



If SHA determines that the resident is responsible for the damage, it shall also determine the amount of rent owed by the resident and whether any additional deposits or other charges should be assessed.

### ***Witness Protection***

SHA may coordinate with residents who are at risk of bodily harm as a result of having assisted in legal proceedings or law enforcement actions. Transfers under these circumstances are at the resident's expense. Verification of the relevant circumstances must be provided.

### ***Business Needs/Health of the Community***

When SHA deems that a resident transfer is necessary to maintain the health of SHA communities, SHA may require a resident to transfer. See 6. Mandatory Transfers section. Similarly, when SHA has a business related need to transfer a resident, the resident may be required to transfer. Whether SHA or the resident is responsible for these moving costs will vary depending on circumstance.

### ***Occupancy Standard Transfers***

Initial occupancy of SHA Low Income Public Housing units is determined using the chart in the Household Composition & Occupancy Standards section of this ACOP. Family size may change over time. SHA considers two types of Occupancy Standard Transfers as defined below and in the Household Composition & Occupancy Standards section of this ACOP:

- a. Underhoused—A family that exceeds the maximum occupancy standards of the unit.
- b. Overhoused—A family that does not meet the minimum SHA Occupancy Standards of the unit.

Families that exceed the maximum occupancy, may request an Occupancy Standard transfer. Prior to transfer, staff will review the following items and communicate the results to the new property:

- Was the family served any lease violations within the past 6 months? Is there any outstanding balance owing, stipulation, or payment agreement needed?
- Are there any housekeeping issues (bedbugs, clutter, etc)?

The information above will not necessarily prevent the family from moving, rather, the information will be useful in helping the family to be successful in their new unit.

As needed to efficiently manage its properties, SHA may require a resident to transfer when a change in household composition results in the household being underhoused or overhoused according to SHA's Occupancy Standards policy. See the [Occupancy Standards](#) section in the Household Composition & Occupancy Standards section of this ACOP and mandatory transfer information below. SHA may, in its sole discretion, elect to not transfer an overhoused or underhoused household.



A resident required to move to comply with Occupancy Standards will be provided notice of the obligation to transfer at least 30 days before rent is due next. Moving costs for Occupancy Standard transfers are paid for by the resident.

### *Transfers to Make an Accessible Unit Available*

When a resident has leased an accessible unit, but does not require the accessible features, the resident shall be required to move to a non-accessible unit whenever a disabled applicant or resident requires the unit's accessible features. See 6. Mandatory Transfers section. Moving costs for transfers to make an accessible unit available are paid for by SHA. Residents shall be informed of this obligation prior to signing a lease for the accessible unit and shall be given notice of the obligation to transfer at least 30 days before rent is next due.

### *Required Relocation*

When SHA demolishes, sells, or rehabilitates an SHA-owned property, residents of such properties will be required to relocate in accordance with the relocation plan for the specific property, which may or may not result in residents being transferred to other SHA owned housing units. When required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) or the property's relocation plan, the residents will be offered temporary relocation and relocation assistance and may or may not be allowed to return to their unit after revitalization or rehabilitation is complete. For more information on required relocations, refer to the site-specific relocation plan. See 6. Mandatory Transfers section.

### *SSHP Rent Burden Transfers*

Any SSHP resident paying more than 40% of their income in rent can apply for a transfer for immediate consideration to Ballard House or Westwood Heights, SHA's two senior designated buildings where residents currently pay 30% of income in rent. Moving costs for SSHP Rent Burden transfers are paid for by the resident.

### *Incentive Transfers (Inactive)*

SHA recognizes the need to provide ongoing incentives to residents, to encourage full participation in the community and to reward self-sufficient behaviors. One such incentive is the Incentive Transfers program, which offers residents the opportunity to assume more control of their immediate tenancy through relocation to a more desirable community or situation.

To apply, residents must submit a request which describes their individual goals, how the goals relate to their desire to relocate (employment, training, education, etc.), and how a transfer may further those goals. These include:

- **Scattered Site Incentive Transfers:** Current residents in two to five bedroom units in the garden or townhouse communities may request an incentive transfer to a scattered site unit if they meet the criteria described below; and
- **Studio/One-Bedroom Voluntary Transfers:** Current residents in studio/one-bedroom units may request to transfer to a studio/one-bedroom in another community. Criteria for these transfers are described below.

To qualify, residents must have:



- Leased their current unit for the last three years (scattered site incentive transfers must live in an SHA garden or townhouse community);
- No late payment of rent in the past two years;
- No significant, substantiated complaints regarding the behavior of the household (including guests) for the past two years; and
- Satisfactory maintenance of their unit and adjacent grounds if any, during the past two years (unit is clean, orderly, and free from resident-caused damage or excessive wear and tear; grounds are free from litter and well-tended).

If approved, residents must continue to meet the criteria stated above. Failure to do so will result in the transfer request being canceled. The resident may reapply once they again meet all stated criteria.

Residents requesting an Incentive Transfer will be required to pay their own moving costs and an administrative fee in accordance with SHA's set fee schedule.

### 3. Transfer Priority

SHA has three main category of transfers: Domestic Violence, Reasonable Accommodation, and Management Transfers.

Transfers where there is an imminent threat to life, health and/or safety shall have priority over all other transfers. This includes VAWA transfers, some types of Management Transfers and Reasonable Accommodation transfers. Reasonable Accommodation transfers are prioritized based on approval date and unit fit. Management transfers are prioritized on site based on greatest need and unit fit. Transfer Priority is as follows:

- Urgent Transfers (VAWA; Reasonable Accommodation; and some Management Transfers if they meet the definition above)
- Other Management Transfers

### 4. Transfers and Deposits

For SHA required transfers SHA will transfer the security deposit to the new unit if it is not applied to vacate charges on the resident's account. If the transfer is requested by a resident for a reason other than an SHA required transfer and the transfer occurs within the same legal entity, SHA will transfer the security deposit to the new unit and the security deposit will be increased or decreased to the current amount charged to other new residents in the same size unit in the building. When residents are transferred from one legal entity to a different legal entity, the residents' deposits may be charged to return the previous unit to rentable condition. In such circumstances it may be necessary for deposits to be refunded and recharged.

### 5. Approval/Denial

If a transfer request is denied, the resident shall be informed of their right to request a grievance hearing in accordance with SHA's grievance procedure, found in [the Terminations section of this ACOP](#).



If approved, the resident will be offered one unit in accordance with SHA's "one offer plan," as described under [Unit Offers](#) in the Waiting List section of this ACOP. Under this plan, the resident will be offered one unit of the appropriate size.

For more information on unit offers, see the [Unit Offers](#) policy under the Waiting List section of this ACOP, which is the same for waiting list and resident transfers.

## 6. Mandatory Transfers

Several types of transfers are required by SHA and considered a "mandatory" move. SHA will provide a minimum of a 30 day notice for any required move, except in cases of severe damage or contamination. If a unit is damaged by fire or other catastrophic event rendering the unit uninhabitable and/or rendering the contents of the unit a significant or total loss, or a significant hazard to others, SHA will immediately take back the unit and notify the household that it will be disposing of any personal effects contaminated or considered a total loss.

If the family refuses to move they may be subject to lease compliance. To avoid duplicate subsidy, families will be allowed seven calendar days to make the move to the new unit. If this timeline is exceeded, families will be charged market rent for their old unit as the subsidy has been moved to their new unit.

For mandatory transfers, and at the manager's discretion, SHA may provide incentives or choose to pay the moving costs for these transfers

### **Grievance**

Resident's subject to a mandatory transfer may grieve SHA's application of the transfer policy, however, the resident may not grieve the policy that mandate's the transfer. SHA may not take action on the transfer until the conclusion of the grievance process. If the transfer is required for health and safety purposes, the expedited grievance procedures will apply, as described in [the Terminations section of this ACOP](#), may be applied.

## 7. Resident Vacate

To minimize the time a resident may occupy two units upon acceptance of an available unit, the resident shall vacate their former unit and return the keys within seven calendar days of effective date of new lease.

Residents who fail to remove personal property from the unit and return keys in a timely manner will be subject to disposal and removal charges. SHA shall be authorized to remove and dispose of all items remaining in the unit in accordance with the Storage and Disposal upon Termination policies under the Terminations section [this ACOP](#).



## Chapter 11: Community Service Requirement

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**MTW Activities Used in this Chapter:** Seattle Housing Authority has been afforded MTW authority to implement a new program that will match savings for qualifying public housing and Housing Choice Voucher households that leave subsidized housing for homeownership or unsubsidized rental units.

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### 1. Overview

This chapter explains SHA's Community Service Requirement for residents in any unit that receives public housing subsidy. This chapter also provides an overview of SHA's Family Self-Sufficiency program and Savings Match program.

### 2. Community Service Requirement

The Community Service and Self-Sufficiency Requirement (CSR) was mandated under the Quality Housing and Work Responsibility Act of 1998 and codified under 24 CFR 960 Subpart F; HUD guidance is provided through PIH notices.

If possible and practicable, SHA will provide names and contacts at agencies that can provide opportunities for residents, including residents with disabilities, to fulfill their community service obligations.

#### A. Requirements of the Program

Unless exempted as described herein, each adult (ages 18-61) low income public housing resident must satisfy the following requirements:

- Perform eight hours per month of community service (not including political activities);
- Participate in an economic self-sufficiency activity for eight hours per month; or
- Perform a combination of community service and economic self-sufficiency per month.

Fewer than eight hours may be earned each month, but a total of 96 hours must be completed before the resident's next annual recertification.

All non-exempt adult family members must, upon notice from SHA, present complete documentation of CSR activities performed during the previous year.

#### *Failure to Comply with the CSR*

Non-compliance with the Community Service and Self-Sufficiency Requirement is a violation of the lease and grounds for SHA to terminate the household's tenancy. However, if any household member fails to comply with their CSR, the household may enter into a cure agreement that will allow the household member to make up the deficient hours over the next 12-month period, or to remove the noncompliant person from the household. Any cure agreement must be signed by the head of household and the noncompliant household member. The make-up hours will be in addition to the required eight hours per month in the following year. SHA may not renew the household's lease and may terminate the household's tenancy if:



- The household fails to enter into a cure agreement;
- The noncompliant person is not removed from the household; or
- The household enters into a cure agreement and fails to comply with the agreement.

**B. Time Frame for Participation**

The CSR begins the month after the lease is signed, unless an exemption is approved. Unless an exemption is approved, any adult added to a household must begin complying with the CSR the month after they move in.

**C. Self-Sufficiency Activity**

A self-sufficiency activity is any activity designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. Eligible self-sufficiency activities include, but are not limited to:

- Job readiness or job training while not employed;
- Training programs through SHA's Workforce Opportunity Systems (WOS) programs, local One-Stop Career Centers, Workforce Investment Boards (local entities administered through the U.S. Department of Labor), or other training providers;
- Higher education courses (junior college or college);
- Apprenticeships (formal or informal);
- Substance abuse or mental health counseling;
- Reading, financial and/or computer literacy classes;
- English as a second language and/or English proficiency classes;
- Budgeting and credit counseling; and

**D. Community Service**

Community service is the performance of voluntary work that provides a public benefit and that improves the quality of life of the community. Community service is not employment, and may not include political activities. Eligible community services activities include, but are not limited to, substantive involvement with:

- Local public or nonprofit institutions, such as schools, Head Start programs, before- or after-school programs, childcare centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult daycare programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing);
- Nonprofit organizations serving PHA residents or their children, such as Boy or Girl Scouts, Boys or Girls Club, 4-H Clubs, Police Activities League (PAL), organized children's recreation, mentoring, or education program, Big Brothers or Big Sisters, Garden Centers, community clean-up programs, beautification programs;
- Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels;
- Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods or performing arts;
- Housing Authority housing that improves grounds or provide gardens (so long as such work does not alter the PHA's insurance coverage); or work through resident



organizations to help other residents with problems, including serving on the Resident Advisory Board, outreach and assistance with PHA-run self-sufficiency activities including supporting computer learning centers;

- Care for the children of other residents so parents may work or volunteer; and
- Court-ordered and/or probationary work.

### E. Exemption from the CSR

All household members seeking an exemption from the CSR must provide any documentation needed to support their request. A request for exemption can be submitted at any time and approved exemptions will be effective immediately. Persons age 62 and older are automatically exempt and do not need to request an exemption.

Anyone exempted from the CSR who becomes ineligible for the approved exemption must notify SHA within 14 calendar days of receiving knowledge of the change in their condition or circumstances that makes them ineligible for an exemption. SHA will provide the person with written 30-day notice of the effective date of the CSR requirement, the appropriate form(s), and a list of agencies in the community that provide volunteer and/or training opportunities. The CSR for such persons will begin the first of the month following the 30-day notice from SHA.

Exemptions from the CSR are codified in 24 CFR 960.601, and include only an adult who:

- Is 62 years or older;
- Is a blind or disabled individual, as defined under 216(i)(1) or 1614 of the Social Security Act (42 USC 416(i)(1); 1382c) who:
  - Certifies that because of this disability they are unable to comply with the service provisions; or
  - Is a primary caretaker of such an individual;
- Engagement in work activities at least eight hours per month, including:
  - Employment (unsubsidized or subsidized, public or private sector);
  - Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
  - On-the-job training;
  - Job search;
  - Community service programs;
  - Vocational educational training (not to exceed 12 months for any individual);
  - Job-skills training directly related to employment;
  - Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency; and
  - Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate.
- Meets the requirements for being exempted from having to engage in a work activity under the state program funding under part A of title IV of the Social Security Act or under any other welfare program of the state in which the PHA is located, including state-administered welfare-to-work programs; or
- Is a member of a family receiving assistance, benefits or services under a state program funding under part A of title IV of the Social Security Act or under any other welfare



program of the state in which the PHA is located (including food stamps), including state-administered Welfare-to-Work program, and has not been found by the state or other administering entity to be in noncompliance with such a program.

Live-in aides are not subject to community service requirements.

#### **F. SHA's Obligations**

SHA will provide the family with a copy of this policy, and all applicable exemption verification forms and community service forms, at:

- Lease up;
- Lease renewal;
- When a family member becomes subject to the community service requirement during the lease term; and/or
- At any time upon the family's request.

Each adult member must sign an acknowledgement that they have received and read the copy of the policy provided by SHA, confirming that they understand that failure to comply with the CSR will result in nonrenewal of the lease.

Household members are required to submit documentation to support an exemption. SHA will verify the exemption in accordance with its verification policies. SHA will make the final determination as to whether a household member is exempt from the community service requirement. Residents may request a grievance hearing, as detailed in the [Informal Hearings and Grievances chapter](#), to challenge SHA's determination.

SHA reviews each household's compliance with the CSR annually. Prior to the review, households will be advised in writing that they must submit documentation verifying that each adult has complied with the CSR. When the review is completed, households will be notified of any noncompliance at least 30 days prior to the end of the household's lease term. The notice will include:

- a brief description of the finding; and
- a statement that the SHA will not renew the lease unless:
  - the tenant enters into a written work-out agreement; or
  - the family provides written assurance that the member in question no longer resides in the unit; and
- grievance procedures; and
- will indicate that the tenant can exercise judicial remedies.

If any household member fails to comply with the CSR, SHA will take enforcement action as described in the [Requirements of the Program](#) section above and relevant PIH notices.

If a household member fails to comply with the lease requirements, including the CSR, SHA will comply with the required enforcement documentation specified in the relevant PIH notices.



## Chapter 12: JobLink

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**MTW Activities Used in this Chapter:** Seattle Housing Authority has been afforded MTW authority to implement a new program that connects tenants to employment, education and resources. Applicable MTW activities include:

- 2.A.03: FSS escrow accounts: Use local policies for determining escrow calculation, deposits, and withdrawals.
  - 2.A.04: FSS participation contract: Locally designed contract terms including length, extensions, interim goals, and graduation requirements.
  - 2.A.06: FSS program incentives: Provide incentives to participants who do not receive escrow deposits, including program offerings for non-heads of household and other members not enrolled in HUD's FSS program.
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### 1. Purpose

The JobLink program is a voluntary program that enables SHA's Project Based Voucher (PBV), Low-Income Public Housing (LIPH), Streamlined Low Income Housing Program (SLIHP), and tax credit (TC) households to increase their earned income and reduce their dependence on welfare assistance and rental subsidies.

The purpose of the JobLink program is to promote the development of local strategies to coordinate public and private resources that enable participating families to increase their earned income and financial literacy, reduce or eliminate the need for welfare assistance and make progress toward economic independence and self-sufficiency. To do this, the JobLink program combines:

- Stable, affordable housing;
- Comprehensive case management;
- Coordination of support services; and
- Financial supports.

### 2. Eligibility

The JobLink program is voluntary and available only to PBV, LIPH, SLIHP, and TC households that are in good standing (as defined in the [Terminology](#) section of the [Overview of SHA and its ACOP chapter](#)). The JobLink program utilizes housing as a platform for improving the quality of life of participants by providing support services and the opportunity to build financial assets.



### 3. Coordination of Support Services

#### *Program Coordinating Committee*

SHA has established a Program Coordinating Committee (PCC), who will assist in securing commitments of public and private resources for the operation of the Family Self-Sufficiency (FSS) program within the City of Seattle. This shall include assistance in developing an action plan and in implementing the program.

The PCC consists of:

- At least one HCV program and Public Housing program resident;
- Representatives of the unit of general local government served by SHA;
- Local agencies (if any) responsible for carrying out JOBS training programs, or programs under the Workforce Innovation and Opportunity Act (WIOA); and
- Other organizations, such as:
  - State, local or tribal welfare and employment agencies;
  - Public and private education or training institutions;
  - Child care providers;
  - Nonprofit service providers;
  - Private businesses; and
  - Any other public and private service providers with resources to assist the FSS program.

### 4. Comprehensive Case Management

SHA case management staff work in collaboration with a Program Coordinating Committee (PCC) to secure commitments and deliver services of local public and private resources.

JobLink staff works with participants in the following ways:

- Monitor the progress of participants to make sure they are fulfilling their responsibilities under the participation agreement;
- Provide one-on-one support, encouragement and information about resources available;
- Build partnerships with employers and service providers in the community to help participants obtain jobs and services;
- Link participants to supportive services such as education, job training, financial counseling, childcare, transportation and other forms of assistance so that they may increase their ability to achieve socioeconomic self-sufficiency;
- Ensure that services included in the participation agreement of program participants are provided on a regular, ongoing and satisfactory basis;
- Offer financial supports to eligible participants;
- Work with the Program Coordinating Committee (PCC) and with local service providers to ensure that JobLink program participants are linked to the supportive services they need to achieve self-sufficiency, which includes services for participants with limited English proficiency.



## 5. Financial Supports

The JobLink program provides three types of cash assistance that encourage participants to complete full-time education or job training, sustain full-time employment, and support saving. Financial supports payments will not be included in rent calculation and are dependent on fund availability and participants meeting eligibility requirements. In addition, forfeited escrow account funds will be utilized to fund short term financial incentives.

- The Education Support component provides quarterly \$300 payments (for up to eight quarters) to participants progressing through full-time education and training programs for in-demand occupations.
- The Employment Support component includes a one-time \$300 payment to participants who retain new full-time employment for one month, and another one-time \$300 payment to participants who retain full-time employment for four months.
- The Asset-Building Support component provides a monthly \$200 savings credit for each month of full-time employment beginning in the fifth month of full-time employment (accrual is capped at \$5,000). Participants will receive a savings accrual statement at least annually. Accrued funds do not earn interest, and will be paid to participants in good standing upon successful program completion. Interim withdrawals are not permitted.

## 6. Participation Requirements

Each participating household member must sign a participation agreement (an addendum to this policy) which includes the terms and conditions governing participation in the JobLink program, including:

- The length of participation in the program (one year contracts, up to five years);
- The rights and responsibilities of the JobLink participant and SHA;
- Consequences of noncompliance with the participation agreement (including noncompliance with the lease), which may result in SHA:
  - Withholding supportive services; and/or
  - Terminating the family's participation in the JobLink program.

Modifications may be made to these requirements during a state of emergency—see the State of Emergency appendix to this ACOP.

## 7. Successful Program Completion

An individual's participation in the JobLink program is successfully completed when they accomplish their short- and long-term goals and achieve at least one of the following:

- Obtain full- or part-time employment (including self employment);
- Complete a degree or job training program and obtain full- or part-time employment; and/or



- Retain full-time employment for 21 months and accrue the maximum savings account amount of \$5,000.

The timeframe for completion is a maximum of 5 years.

## 8. Contract Termination

The agreement between the participant and JobLink can be terminated for the following reasons:

- Mutual agreement between SHA and JobLink participant
- Failure to comply with SHA rental agreements, resulting in lease termination
- Termination from the Housing Choice Voucher program
- Transfer of a Housing Choice Voucher outside of SHA's jurisdiction under portability procedures
- Failure to communicate and/or cooperate with Career Coach and/or College Navigator and progress toward goals. This includes, but is not limited to, dropping out of a training/credential program, not seeking employment, no contact with Career Coach or other actions that are inconsistent with JobLink
- Lack of resources and services necessary to complete a participant's program or to maintain and operate the JobLink program. In either case, SHA will give a notice of termination or nullification to the participant stating the reasons for SHA's decision to terminate or nullify the agreement

If the agreement is terminated, the participant has no right to any funds from the JobLink program, including accumulated savings. In such an event, JobLink will use the forfeited funds to advance and eliminate barriers in participants' goals through financial supports and not for the overall implementation of the JobLink program.

If any provision in this agreement conflicts with the SHA lease, the terms of the lease will prevail. If any provision in this agreement conflicts with US Department of Housing and Urban Development (HUD) rules or regulations, HUD's rules and regulations shall prevail.

## 9. Post JobLink Participation

A participant who has received financial supports is not eligible to receive them again. However, on a case by case basis, SHA may continue to provide appropriate JobLink services to any former JobLink family who has completed their contract of participation.

## 10. Grievances

Upon notification that they are being terminated from the JobLink program, a JobLink participant may submit a written request to review the termination in accordance with SHA's grievance procedures, which can be found in the [Informal Hearings & Grievances chapter](#).

## 11. Addendums

JobLink Participation Agreement.



## Chapter 13: Assistance Animals and Pets

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**MTW Activities Used in this Chapter:** SHA has MTW authorization to establish a pet policy unique to each SHA building.

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### 1. Overview

This chapter explains the differences between assistance animals and pets, and includes the policies related to the care and requirements for animal ownership in an SHA community.

### 2. Assistance Animals

Assistance animals (also known as service animals, assistive animals, support animals, companion animals and therapy animals) are animals that assist, support, or provide service to a person with a disability, or that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability.

#### A. Reasonable Accommodation for Assistance Animals

Assistance animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets, and thus are not subject to the restrictions on the ownership of pets by SHA residents found in SHA's pet policies described later in this chapter. Pets and service animals must be approved in writing by SHA. For an animal to be excluded from the pet policy and be considered an assistance animal:

- The person seeking to use and live with the animal must have a disability; and
- The person seeking to use and live with the animal must have a disability-related need for the service or assistance the animal provides.

Requests for reasonable accommodation for assistance animals must be processed in accordance with the [Fair Housing and Equal Opportunity](#) section in the [Fair Housing and Violence Against Women Act \(VAWA\) chapter](#). The reasons for denying an accommodation request include, but are not limited, to:

- The specific assistance animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation; or
- The specific assistance animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation.

No deposit is charged for assistance animals. There are no height, weight, or breed limits for assistance animals, and assistance animals may accompany the resident anywhere the resident is allowed to go. Assistance animals may, however, be denied access to any area or facility if:

- The animal is out of control and its handler does not control it;
- The animal has a history of eliminating in common areas; or



- The animal in question poses a direct threat to the health or safety of others that cannot be eliminated or reduced to an acceptable level by a reasonable modification to other policies, practices, and procedures.

Residents with assistance animals must comply with the policies on assistance animals stated herein and in the lease. Further, such residents are required to sign the [Assistance Animal Policy Lease Addendum](#), found in the [Lease Addendums Appendix](#).

### **B. Assistance Animal Registration**

All assistance animals must be reported to SHA immediately, but not later than 10 days following their introduction to the community. Such reporting shall consist of providing the following:

- Basic information about the animal (type, age, description, name, etc.);
- A picture of the animal for identification purposes;
- Veterinarian written verification of inoculations against rabies and certification of spay/neuter;
  - Inoculations and license of the animal must be kept current, in accordance with city regulation; and
- The animal owner's signature on a copy of the [Assistance Animal Lease Addendum](#), found in the [Lease Addendums Appendix](#).

## **3. Pets [MTW 5.P.04]**

Residents of designated SHA communities are permitted to have common household pets in the dwelling unit. To have a pet, residents must first get written permission from SHA. Residents with pets must abide by the policies stated herein and in the lease. Failure to comply with the provisions of these policies is a violation of the lease, and cause for termination of tenancy. For the SSHP pet policy, see the [SSHP Pet Policy](#) section of the [Seattle Senior Housing Program chapter](#).

### **A. Types of Allowable Pets**

LIPH, HOPE VI, and Special Portfolio programs allow common household pets only. Common household pets are defined as, "smaller domesticated animals such as a dog, cat, bird, rodent, ferret, fish or turtle." A domesticated animal is not a tamed wild animal or a tamed domestic/wild cross-breed. The following limitations and restrictions apply to household pets:

- Birds: Maximum of two;
- Fish: Only one aquarium, maximum of 55 gallons;
- Reptiles: Turtles only – lizards, snakes, alligators, crocodiles and other reptiles are not allowed;
- Rodents: Hamsters, gerbils, rats and mice only;
- Dogs and cats: One cat or one dog, but not both;
  - Pit bull and pit bull mixes are not allowed and shall not be allowed in any SHA community;
  - Trained "guard or attack" dogs are not allowed;
  - Breeding and ownership for the purpose of breeding is not allowed; and



- No dog or cat shall exceed 15 inches in height at the shoulder or 35 pounds in weight.

### **B. Pet Registration**

Residents must get SHA's approval of a pet in writing prior to bringing the pet into the SHA community or building. Residents must register all pets with the management office within 10 days of their introduction to the community. To register a pet residents must provide the following:

- Information about the pet (type, age, description, name, etc.);
- A picture of the animal for identification purposes;
- Documentation from a veterinarian of all required inoculations, rabies vaccination, certification of spay/neuter and all required licenses;
- For dogs and cats only: Payment of a pet security deposit to be paid in full, or in the case of hardship, over a period of time not to exceed six months; and
  - Depending on the housing type, the resident's signature on either the [Pet Policy Lease Addendum](#) or on the [SSHP Pet Policy Lease Addendum](#), both found in the [Lease Addendums Appendix](#).

### **C. Area Restrictions**

Pets shall not be allowed unrestrained in the common areas of the building or grounds. Pets may not be tethered in any common area or in public space. When outside the unit, pets must be accompanied by their owner, on a leash or properly tethered. Animals may be tethered only in the resident's yard or on the resident's patio. Tethering in a resident's yard or patio is permitted only when it does not cause erosion or excessive lawn wear or disturbances to other residents. No "dog runs" are permitted. Pets other than dogs and cats shall be in a suitable portable cage or kennel when outside the unit.

Pets are not allowed in any community rooms, community room kitchens, laundry rooms, public restrooms, lobbies, management offices or any other interior common areas. Grooming of pets is not allowed in the common areas of buildings or communities, including, but not limited to common area patios and gardens.

## **4. Care of Assistance Animals and Pets**

Each owner is responsible for their animal's proper care. This includes, but is not limited to:

- Good nutrition;
- Providing regular grooming, including bathing;
- Providing all needed veterinary care and vaccinations;
- Providing adequate flea control;
- Compliance with all city, county, state and federal statutes, ordinances, rules and regulations including anti-cruelty laws and regulations; and
- Proper disposal of animal waste:
  - Animal waste must be cleaned up and removed from the property;



- Cat owners shall maintain a waterproof, sanitary litter box for cat waste and properly bag and dispose of such waste in the outside garbage can or dumpster; and
- No animal waste shall be disposed of in a trash chute, or in the toilet.

The unit and the property must be kept clean and free of animal odors, insect and/or rodent infestation, waste, refuse, and any unsanitary condition caused directly or indirectly by the pet. Cruelty to or mistreatment of animals in any manner is a violation law and of SHA policy and is grounds for termination of the lease.

### **Animal Behavior**

Each pet or service animal owner must prevent the animal from intruding on the rights or privacy of others, or threatening the health or safety of other residents, SHA employees, or the public by reason of noise (including, but not limited to scratching, whining, barking, howling, screeching, or chirping), unpleasant odors, intimidation, unwanted contact, or any other objectionable behavior.

Each animal must be controlled as needed to prevent damage to units, common areas and grounds of the community or building. Physical alterations to the unit to accommodate pets, including pet doors, are not allowed.

The resident shall pay promptly, upon receipt of a bill, for all materials and/or labor for repair of any damage caused by their pet.

## **5. Visiting or Temporary Animals**

Animals being cared for temporarily are subject to the pet policy rules. Residents who plan to temporarily care for an animal must request and receive permission from the management office prior to bringing the animal onto the premises. SHA has the sole discretion to approve or deny such requests. Animals that belong to visitors are also subject to the pet policy rules regarding behavior and area restrictions.

## **6. Death or Abandonment**

In the event of an animal's death, the resident shall be responsible for disposing of the remains in accordance with applicable laws, rules and regulations.

Residents with animals should be encouraged to designate person(s) to care for the animals in the event of an emergency. Whenever a resident cannot care for their animal due to illness, absence, or death and no person can be found to care for the animal within 24 hours of the resident's incapacitation, the animal will be released to Seattle Animal Control. In no case shall SHA incur any costs or liability for the care of an animal placed in the care of another individual or agency.



## Chapter 14: Terminations

### 1. Overview

This chapter describes Seattle Housing Authority's policies related to subsidy terminations, lease terminations and evictions.

### 2. Mutual Termination Agreements

SHA recognizes that nationally and locally people with low-incomes and communities of color are more likely to experience eviction than others. In addition to the fees and charges that can accumulate with an eviction, research shows that an eviction on someone's record can make it more difficult to find housing, maintain employment, stay in good health, and improve an individual's economic situation. SHA is committed to reasonable alternatives to minimize evictions and mitigate the negative effects of evictions. As part of this commitment and SHA's commitment to race and social justice, SHA will, when feasible, enter into mutual termination agreements.

Mutual terminations are agreements between SHA and the resident that the tenancy will terminate and the tenant will move out on an agreed upon date. Residents may request a mutual termination or SHA may offer one to a resident. When possible, mutual termination agreements should be negotiated and signed prior to filing an eviction summons and complaint. Mutual terminations may also be offered to residents during an eviction proceeding as part of a settlement agreement. In these instances, mutual terminations may be used to allow the resident additional time so they can avoid a physical eviction and better plan their transition to housing outside of SHA.

Residents interested in a mutual termination agreement are encouraged to obtain legal representation or support from a third-party service provider to help them through the process so that they are informed and aware of their rights and responsibilities. SHA staff provide referrals to such an agency when needed.

### 3. Resident Voluntarily Terminates Lease

The resident may terminate the lease for any reason, by providing SHA with a written notice of intent to vacate not less than 20 calendar days before expiration of the lease term. Notification methodologies are outlined in the lease.

The Notice to Vacate must be signed by the head of household, spouse, or co-head.

Upon receipt of the written Notice to Vacate, SHA may, with 24 hours' notice, show the unit at all reasonable times for the purpose of re-leasing.

Residents have possession of the unit until the keys to the unit are turned in to the management office. The resident shall be charged rent through the last day of the notice period or to the date keys are returned, whichever is later.



Any area under the resident's responsibility (yard, unit, storage unit, etc.) must be left in a neat, clean and sanitary condition. SHA will conduct an inspection of these areas within a reasonable time of vacate, comparing it to the condition of the unit as indicated on the move-in inspection report. Residents are encouraged to be present during the move-out inspection. Charges will be imposed for any property loss or damage beyond normal wear and tear. SHA will provide the resident, within the amount of time specified in the Dwelling Lease, a statement of any charges assessed and a reminder of SHA's obligation to report debts owed and reason for termination to HUD via the Enterprise Income Verification system. A reference copy of [HUD Form-52675](#) shall also be provided, with note of "signature on file."

Personal property left on premises after vacating shall be deemed abandoned and will be disposed of in the manner required by law. For more information, see the [Abandoned Personal Property](#) section in this chapter.

### 4. Mandatory Lease Terminations

This section describes the circumstances in which SHA must terminate the resident's lease and/or subsidy.

#### A. Failure to Provide Consent

SHA will terminate the lease of any household receiving public housing subsidy if any family member fails to sign and submit any consent form required for any reexamination or recertification.

#### B. Failure to Maintain One Person in the Household with Eligible Citizenship Status

SHA will terminate the lease of any household receiving public housing subsidy:

- If a resident fails to sign and submit required documentation concerning any family member's citizenship or immigration status within the time period required;
- If a resident submits evidence of citizenship or eligible immigration status in a timely manner, but the United States Citizenship and Immigration Services (USCIS) primary and secondary verification do not verify eligible immigration status of the resident, resulting in at least one eligible family member; or
- If a resident knowingly permits a person who does not have eligible immigration status to reside in the unit, without:
  - Adding the person to the household as required by lease and SHA policy; and
  - Providing a declaration that the person added to the household does not contend legal immigration status.

#### C. Failure to Document SSNs

SHA will terminate the lease of any household receiving public housing subsidy if a resident fails to provide the complete and accurate social security numbers (SSNs) of each household member and the documentation necessary to verify each social security number. If the resident is eligible for continued program assistance, however, and SHA determines that the failure to meet the SSN disclosure and documentation requirements was due to circumstances that could not have been foreseen and were outside of the resident's control, SHA may defer the family's termination and provide the resident a period, not to exceed 90 calendar days from the date



SHA determined the family to be noncompliant, to comply. This does not apply to ineligible noncitizens currently residing in households receiving prorated assistance.

**D. Failure to Accept Offer of a Lease Revision**

SHA will terminate the lease of any household receiving public housing subsidy if the household refuses to accept a lease revision to an existing lease, provided that:

- The revision is on a form adopted by SHA;
- SHA has provided written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and
- SHA has provided, in writing, a reasonable period for acceptance by the resident.

**E. Methamphetamine Conviction**

SHA will immediately terminate the lease of any household receiving public housing subsidy if SHA determines that any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally-assisted housing.

**F. Lifetime Registered Sex Offenders**

SHA will terminate the assistance for any household member receiving public housing subsidy if they were subject to a lifetime sex offender registration requirement and erroneously admitted after June 25, 2001. In this situation, SHA will offer the household the opportunity to remove the ineligible family member. If the household is unwilling to remove that individual, SHA will terminate the lease for all household occupants.

**G. Non Compliance with Community Service**

SHA will not renew the lease at the end of the 12-month lease term when the resident fails to comply with the low income public housing community service requirements, found in the [Community Service Requirement](#) section of the [Community Service Requirement chapter](#).

**H. Death of Head of Household in Multiple Member Household**

A multiple person household lease terminates upon the death of the Head of Household. Residual eligible members (see Residual Assistance section of Household Composition and Occupancy Standards chapter for information about residual members) of the household have 15 calendar days from the date of the death of the head of household to notify SHA that they intend to succeed the deceased resident's leasehold right and responsibilities—tenancy will terminate at the expiration of the 15 day period if no such notice is received. If the household fails to notify SHA of the head of household's death within 14 days of the death, the household waives any right to a residual.

**I. Death of Sole Family Member**

The lease is terminated upon the death of a single member household. The tenancy (the right to enter and remove items from the unit) shall terminate 15 calendar days from the date written notice of death is mailed to the tenant's designated person, or at the end of the month for which the resident paid rent, unless the deceased person's representative arranges with SHA for the tenancy to be continued, and pays full market rent in advance, for up to 60 days from the date of the tenant's death

**J. Full-Time Students**

SHA will terminate the lease of any low income public housing resident in a tax credit unit if all household members are full-time students who do not meet any tax credit exemption criteria.

**K. Failure to Comply with Recertification Requirements**

SHA will terminate the rent subsidy and the resident will be charged full market rate if resident fails to comply with the recertification requirements of any program in a timely manner.

**L. Unit Abandonment**

SHA will terminate the tenancy when the resident abandons the unit. The unit shall be considered abandoned when:

- Resident's rent is more than one month past due; and
- There is substantial reason to believe the resident has vacated, including but not limited to:
  - A statement by the resident that they intend to vacate;
  - Witnesses observe the resident moving their belongings out of the unit;
  - A report from the resident's family, case manager, or other similar person that the resident has vacated; and/or
  - The report of a forwarding address from the Postal Service.

When the resident cannot be found at home after reasonable attempts to establish contact, SHA shall post and mail a notice of abandonment to the resident's last known address, requiring a response from the resident within 14 calendar days confirming the resident's continued occupancy of the unit. The notice shall also state that the unit will be considered abandoned unless a response is provided within the 14 calendar day period. The unit may be declared abandoned if the rent continues in default and there has been no response by the date stated in the notice.

For information on abandoned personal property, see the [Abandoned Personal Property](#) section in this chapter.

For information on extended absences, see the [Extended Absences](#) section in the [Household Composition and Occupancy Standards](#) chapter.

**5. Discretionary Lease Terminations**

SHA may terminate the lease for any of the following reasons:

**A. Drug Crime On or Off the Premises**

SHA may terminate the lease for drug-related criminal activity engaged in on or off the premises by any resident, member of the resident's household, guest, or other person under the resident's control.

**B. Illegal Use of a Drug**

SHA may terminate the lease for the illegal use of a drug by a household member.

**C. Threat to Other Residents**

SHA may terminate the tenancy of any resident who engages in criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, SHA staff on the premises or persons residing within a three-block radius of the premises.

#### **D. Furnishing False or Misleading Information Re: Illegal Drug Use, Alcohol Abuse or Rehab**

SHA may terminate the lease if any resident or household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

#### **E. Other Serious or Repeated Lease Violations**

SHA may terminate tenancy for serious or repeated violations of the lease in accordance with applicable laws.

#### **F. Other Good Cause**

SHA may terminate tenancy and the lease for good cause, which includes, but is not limited to, the following:

- Any member of the household becomes, during their current public housing tenancy, subject to a life-time registration requirement under a state sex offender registration program;
- Discovery of facts after admission that would have made the resident ineligible for the program;
- Discovery of materially false statements or representations by the resident;
- Failure to move to a dwelling unit appropriate to the size of the family when directed to do so by SHA;
- Failure to allow SHA access to the unit to perform routine inspections and maintenance, make improvements or repairs, or show the dwelling unit for re-leasing;
- Failure to allow SHA access to the unit when there is cause to believe that an emergency exists;
- Failure to comply with SHA's pet policy;
- Breach of a repayment agreement with SHA; or
- Violent, threatening, or abusive behavior by a household member or guest toward other residents or SHA personnel:
  - Abusive or violent behavior toward SHA personnel includes any act of violence as well as verbal and physical abuse. The written and/or oral usage of racial, ethnic, sexual, religious, cultural, or other epithets intended to intimidate others is prohibited; and
  - The term *threatening* refers to oral and/or written threats or physical gestures that communicate intent to abuse or commit violence.

#### **G. Consideration of Circumstances/Mitigating Situation**

SHA may consider mitigating circumstances in deciding whether to terminate a tenancy.

#### **Exclusion of Culpable Household Member**

SHA may consider requiring the resident to exclude a culpable household member to enable the household to continue to reside in the assisted unit. As a condition of the household's continued



occupancy, the head of household must certify that the culpable household member has vacated the unit and will not be permitted to return to the assisted unit as a resident, visitor or guest. The family must present evidence of the former household member's current residence to SHA staff upon request.

### ***Repayment of Family Debts***

When a current resident owes a debt to SHA, SHA may require the family to repay the full amount or to enter into a repayment agreement. Repayment agreements should be executed within 30 calendar days of the date a proposed repayment agreement is delivered to the resident.

### ***Consideration of Circumstances***

SHA, in its sole discretion, may consider the following factors before deciding whether to terminate a tenancy:

- The seriousness of the offending action, especially with respect to how it would affect other residents;
- The extent of participation or culpability of the resident or other household members in the offending action, including whether the culpable member is a minor, a person with disabilities, or a victim of domestic violence, dating violence, sexual assault or stalking;
- The effect that the eviction will have on other family members who were not involved in the action or failure to act;
- The potential effect of the termination of -or of SHA's failure to terminate- the tenancy on the community;
- The effect of SHA's decision on the integrity of the program;
- The demand for housing by eligible residents who will adhere to lease responsibilities;
- The extent to which the resident has shown personal responsibility and whether they have taken all reasonable steps to prevent or mitigate the offending action;
- The length of time since the violation occurred, the resident's recent history, and the likelihood of favorable conduct in the future; and
- In the case of program abuse, the dollar amount of the underpaid rent and whether or not a false certification was signed by the resident.

### ***Consideration of Rehabilitation***

In determining whether to terminate a tenancy for illegal drug use or a pattern of illegal drug use, or for a pattern of abuse of alcohol, by a household member who is no longer engaging in such use or abuse, SHA may consider whether such household member has successfully completed a supervised drug or alcohol rehabilitation program. For this purpose, SHA may require the resident to submit evidence of the household member's successful completion of a supervised drug or alcohol rehabilitation program.

### ***Reasonable Accommodation***

If the family includes a person with disabilities, SHA's decision to terminate the lease is subject to consideration of reasonable accommodation in accordance with 24 CFR 8.

If a resident indicates that the behavior of a household member with a disability is the reason for a proposed termination of the lease, SHA will verify whether the behavior is related to the



disability. If so, upon the resident's request, SHA will determine whether alternative measures are appropriate as a reasonable accommodation. SHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed lease termination.

## 6. Termination of Assistance, Total Tenant Payment Equals Market Rent

SHA will terminate assistance for residents who receive a subsidy and whose total tenant payment equals the market rent for the applicable unit. See the [Graduation from Public Housing Subsidy in Mixed-Income Communities](#) section in the [Certifications: Annual and Interim Income and Rent Determination chapter](#). In the case of the Project Based Voucher program, if the amount of assistance provided by SHA is reduced to zero, the resident's assistance terminates automatically 180 days after the last Housing Assistance Payment.

## 7. Terminations Related to VAWA

VAWA provides that, "criminal activity directly related to domestic violence, dating violence, sexual assault or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of tenancy of, occupancy rights of, or assistance to the victim, if the tenant or affiliated individual of the tenant is the victim."

VAWA further provides that incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may not be construed either as serious or repeated violations of the lease by the victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence.

While VAWA prohibits SHA from using domestic violence, dating violence, sexual assault or stalking as the cause for a termination or eviction action against a resident who is the victim of the abuse, the protections it provides are not absolute. Specifically:

- VAWA does not limit SHA's otherwise available authority to terminate assistance to or evict a victim for lease violations not premised on an act of domestic violence, dating violence, sexual assault or stalking providing that SHA does not subject the victim to a more demanding standard than the standard to which it holds other residents; and
- VAWA does not limit SHA's authority to terminate the tenancy of any resident if SHA can demonstrate an actual and imminent threat to other residents or those employed at, or providing service to, the property if that resident's tenancy is not terminated.

HUD regulations define *actual and imminent threat* to mean words, gestures, actions, or other indicators of a physical threat that (a) is real, (b) would occur within an immediate time frame, and (c) could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

- The duration of the risk;
- The nature and severity of the potential harm;
- The likelihood that the potential harm will occur; and
- The length of time before the potential harm would occur.



Even when a victim poses an actual and imminent threat, however, HUD regulations authorize SHA to terminate the victim's assistance "only when there are no other actions that could be taken to reduce or eliminate the threat."

In determining whether a resident who is a victim of domestic violence, dating violence, sexual assault or stalking is an actual and imminent threat to other residents or those employed at or providing service to a property, SHA will consider the following and any other relevant factors:

- Whether the threat is toward an employee or resident other than the victim of domestic violence, dating violence, sexual assault or stalking;
- Whether the threat is a physical danger beyond a speculative threat;
- Whether the threat is likely to happen within a short period of time; and
- Whether the threat to other residents or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location, transferring the victim to another unit, or seeking a legal remedy to prevent the perpetrator from acting on the threat.

If the resident wishes to contest SHA's determination that he or she is an actual and imminent threat to other residents or employees, the resident may do so as part of the grievance hearing or in a court proceeding.

#### **A. Documentation of Abuse**

When an individual facing termination of tenancy for reasons related to domestic violence, dating violence, sexual assault or stalking claims protection under VAWA, SHA may request that the individual provide documentation supporting the claim. SHA reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the individual will suffice.

#### **B. Terminating or Evicting a Perpetrator of Domestic Violence**

Although VAWA provides protection from termination for victims of domestic violence, it does not provide such protection for perpetrators. In fact, VAWA gives SHA the explicit authority to bifurcate a lease and remove a particular household member from the unit, "in order to evict, remove, terminate occupancy rights, or terminate assistance to any tenant or lawful occupant who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is a tenant or lawful occupant." Moreover, HUD regulations impose on SHA the obligation to consider lease bifurcation in any circumstances involving domestic violence, dating violence, sexual assault or stalking.

Specific lease language affirming SHA's authority to bifurcate a lease is not necessary, and the authority supersedes any local, state, or federal law to the contrary. However, if SHA chooses to exercise its authority to bifurcate a lease, it must follow any procedures prescribed by HUD or by applicable local, state, or federal law for eviction, lease termination, or termination of assistance. This means that SHA must follow the same rules when terminating or evicting an individual as it would when terminating or evicting an entire family.

SHA will bifurcate a family's lease and terminate the tenancy of a family member if SHA determines that the family member has committed criminal acts of physical violence against



other family members or others. This action will not affect the tenancy or program assistance of the remaining, nonculpable family members.

In making its decision, SHA will consider all available evidence, including, but not limited to, a signed certification or other documentation of abuse submitted to SHA by the victim. SHA may, on a case-by-case basis, choose not to bifurcate the lease and terminate the tenancy of the culpable family member.

If SHA does bifurcate the lease and terminate the tenancy of the culpable family member, it will do so in accordance with the lease, applicable law, and the policies in this document. If necessary, SHA will also take steps to ensure that the remaining family members have a safe place to live during the termination process. For example, SHA may offer the remaining family members another unit, if available; it may help them relocate to a confidential location; or it may refer them to a victim service provider or other agency with shelter facilities.

## 8. Lease Termination Notices

### A. Terminations Related to Disqualifying Conduct

If criminal background reveals a disqualifying conduct by the tenant, which triggers a lease enforcement or eviction, SHA will notify the household in writing of the proposed adverse action and will provide the subject of the record and the resident a copy of such information. SHA will also provide tenant an opportunity to dispute the accuracy and relevance of the information before an eviction or lease enforcement action is taken.

#### *Resident Dispute*

The resident will be given 14 calendar days from the date of SHA notice to dispute the information upon which SHA relies. If the household does not dispute the information within that 14 calendar day period, SHA will proceed with the termination.

Should the resident not exercise their right to dispute prior to any adverse action, the resident still has the right to dispute the information in the grievance hearing or court trial.

### B. Lease Termination Notice

Notices of lease termination shall be in writing. The notice shall state the specific grounds for termination, the date the termination will take place, the resident's right to reply to the termination notice, and their right to examine SHA documents directly relevant to the termination or eviction.

When SHA is required to offer the resident an opportunity for a grievance hearing, the notice will also inform the resident of their right to request a hearing in accordance with the grievance procedure. In these cases, the tenancy shall not terminate until the time for the resident to request a grievance hearing has expired or the grievance procedure has been completed.

### C. Timing of the Notice

SHA must give written notice of lease termination of:

- 14 calendar days in the case of failure to pay rent;



- A reasonable period of time considering the seriousness of the situation (but not to exceed 30 calendar days):
  - If the health or safety of other residents, SHA employees, or persons residing in the immediate vicinity of the premises is threatened;
  - If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; and
  - If any member of the household has been convicted of a felony;
- 30 days in any other case, except that if a state or local law allows a shorter notice period, such shorter period shall apply.

**D. Notice of Nonrenewal Due to Community Service Noncompliance**

When SHA finds that a household that receives a housing subsidy is not in compliance with the federal government's community service requirement, the resident and any other noncompliant resident shall be notified in writing of this finding. When a resident receives a notice of noncompliance, they must either request a grievance hearing or take corrective action within the required time frame, or a termination notice will be issued in accordance with the policies above.

If a resident agreed to cure initial noncompliance by signing an agreement, and is still in noncompliance after being provided the 12-month opportunity to cure, the resident will be issued a notice of continued noncompliance.

**E. Notice of Termination Based on Citizenship Status**

Where termination of tenancy is based on ineligible immigration status, the termination notice will include:

- Specific reasons for termination;
- The resident's eligibility for proration of assistance;
- The criteria and procedures for obtaining relief under the provisions for preservation of families;
- The resident's right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or a written explanation in support of the appeal; and
- The resident's right to request an informal hearing with SHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal.

**9. Storage and Disposal upon Termination****A. Storage of Resident's Items upon Physical Eviction**

After SHA obtains Judgment and the Writ of Restitution, the Sheriff will post the unit and provide the resident with a notice for the storage and disposal of personal property, as required by law. If the resident desires SHA to store the contents of the unit upon physical eviction, the resident must comply with all SHA requirements.

If the resident has complied with requirements and SHA has suitable storage space available, SHA will provide storage for the resident's items for up to 45 days (consistent with state law) at the resident's request and at no cost to the resident. SHA will provide notices as required by law



advising the resident how they may recover their stored items, and SHA shall follow the stated procedures in the law to return any items or dispose of items not recovered by the resident. Any property left after the 45 days shall be deemed abandoned and subject to disposal by SHA. If suitable storage space is not available with SHA or the resident would prefer to have their property stored by a third-party, the resident will be responsible for payment of actual storage costs, plus labor costs for the removal of resident belongings from the unit and placement in storage.

Any items that pose a health or safety hazard, such as food, infested or soiled items, contraband, and weapons, will not be stored. Weapons will be turned over to the Sheriff.

If a resident requests SHA to store any items that remain in the unit and the resident has not met the requirements in all applicable SHA documents, SHA may elect to store the property if resident relinquishes the unit to SHA and enters into a separate storage of property agreement. Any agreement shall be at SHA's sole discretion.

### **B. Disposal of Deceased Tenant's Property**

In the event of the death of the sole occupant of the unit, SHA will follow all applicable state and local laws in disposing of deceased tenant's personal property. Individuals claiming the property of a deceased tenant must sign applicable SHA forms in doing so.

### **C. Abandoned Personal Property**

Any personal property left on the premises by the resident after occupancy has been legally terminated by the rules of abandonment shall be deemed to have been abandoned and subject to disposal by SHA in accordance with the lease and applicable law.

## **10. Eviction**

When a family does not vacate the unit after receipt of a termination notice, by the deadline given in the notice, SHA will provide official notice of the eviction. The notice shall state the reasons for the eviction and, when the resident is entitled to a grievance hearing, shall inform the resident of their rights under the grievance policy. Families of service members shall be provided the special protections set forth in the Servicemembers Civil Relief Act (SCRA), which Congress passed to provide protection to those called to military service in the armed forces.

### **Notification to Post Office**

When SHA evicts an individual or family for criminal activity, including drug-related criminal activity, SHA will notify the local post office serving the dwelling unit that the individual or family is no longer residing in the unit.



## Chapter 15: Informal Hearings and Grievances

### 1. Overview

This chapter described the circumstances in which an applicant or resident may contest an SHA decision through an informal hearing or grievance hearing.

### 2. Informal Hearings for Applicants

A person or family who has applied for admission to public housing (the *applicant*) but has been determined ineligible for admission may request an informal hearing to contest the determination of ineligibility.

The purpose of the informal hearing is to permit the applicant to fully understand the reasons for the denial, present evidence and arguments in support of the applicant and present mitigating circumstances in explanation of past events or behavior.

If an application is denied, SHA will promptly provide the applicant, by U.S. Mail, the following:

- A list of the reason(s) the application was denied;
- Instructions on how to respond to the notice, including how to request an informal hearing;
- A copy of any criminal background report cited as a reason for denial;
- Contact information for SHA staff and deadlines for response; and
- Information regarding reasonable accommodations and/or how to obtain an interpreter for a hearing, should a hearing be requested.

When a request for an informal hearing is submitted, SHA will notify the applicant by mail within 10 calendar days of receiving the request of the time and place of the hearing, and provide a copy of the procedures governing the hearing. A copy of the notice will also be provided to the hearing officer and the admissions officer. If the applicant fails to appear for the informal hearing or arrives more than 15 minutes after the scheduled time of the hearing without good cause, the denial will be deemed affirmed.

The informal hearing will be conducted by a person who was not involved in the denial decision (the *hearing officer*) or a subordinate of a person involved in the denial decision. The hearing will be conducted by the hearing officer in an informal but orderly manner. The applicant and SHA's admissions office will be allowed to present any relevant evidence, written or oral, and any arguments relevant to the application.

The hearing officer will consider the following factors in deciding whether to uphold or overturn the denial of admission:

- Whether or not the reasons for denial were clearly stated in the notice;
- Whether the reasons for denial are supported by facts and SHA policy; and
- Whether information of mitigation submitted by the applicant justifies approving the application.



After the hearing, the hearing officer will decide and notify the applicant by mail, within 10 calendar days of the close of the hearing, whether the denial should be upheld or overturned. The hearing officer's decision is SHA's final decision on all issues related to the application. If the hearing officer overturns the denial, SHA shall resume processing the application. If the hearing officer upholds the denial, the applicant will not be admitted.

Informal hearings for applicants who are denied admission based on ineligible immigration status are discussed in the [Informal Hearings for Noncitizens](#) section of this chapter. When an applicant is denied based on ineligible immigration status and on other reasons for ineligibility SHA may, in its sole discretion, combine informal hearing procedures in the interest of administrative efficiency. An informal hearing officer cannot, however, waive United States Citizenship and Immigration Service (USCIS) verification requirements, even if the applicant is otherwise determined to be eligible and suitable.

### 3. Grievance Hearings for Low Income Public Housing Residents

Residents may request a grievance hearing to contest any SHA action or failure to act related to the lease, house rules or SHA policies that adversely affects their individual rights, duties, welfare or status as a tenant in the Low Income Public Housing (LIPH) program.

The grievance procedure is applicable only to individual resident concerns relating to specific actions taken by SHA related to their tenancy. Grievance hearings are not available for disputes between residents, issues that do not involve SHA, challenges to HUD regulations or SHA policies, or to class grievances. The grievance procedure may not be used as a forum for initiating or negotiating policy changes with SHA. Complaints involving discrimination or harassment by staff are not subject to a grievance hearing and should be reported immediately to the Property Management Administrator or the Director of Housing Operations

#### A. Informal Settlement of Grievance

The first step in the hearing process is an informal settlement of grievance. If the grievance involves a lease termination for criminal activity or behavior that threatens the health, safety or right to peaceful enjoyment of the premises of the other residents or employees of SHA, there is no informal review and the resident must request a formal grievance hearing in accordance with regulations in the [Requesting a Formal Grievance](#) section of this chapter.

#### *Process to Obtain an Informal Settlement*

Residents may request an informal settlement of a grievance either orally or in writing with the property's management office or the office address stated on the grievance notice.

The request for an informal settlement of grievance may be made by an adult who resides in unit (other than a live-in aide) and:

- (1) Who executed the lease with the PHA as lessee of the dwelling unit, or, if no such person now resides in the unit,
- (2) Who is the remaining head of household of the tenant family residing in the dwelling unit.

An individual appointed power of attorney for a tenant or a legal guardian with legal authority to act for the tenant may also request an informal settlement on the tenant's behalf.



A request for an informal settlement must be submitted within 10 calendar days of the date of the notice to the resident of the decision or action by SHA that the resident wishes to challenge. The resident shall be contacted within 10 calendar days of submitting the request and a meeting arranged at a mutually agreeable time and place.

### **Settlement**

At the informal hearing, the resident and SHA staff will discuss SHA's decision or action and attempt to settle the grievance. SHA will describe the adverse action taken and its reasons for taking or not taking the challenged action. The resident must then show that SHA's reasons are not supported by facts and/or law but SHA has the burden of proving, by a preponderance of the evidence, that its action or failure to act is supported by facts and/or law.

If the resident fails to request an informal settlement or fails to appear at the scheduled meeting within 20 minutes of the designated meeting time, the resident shall be deemed to have waived the informal settlement. SHA will reschedule the meeting if the resident demonstrates good cause for failing to appear.

### **Summary**

Within five days of the conclusion of the informal hearing, SHA staff shall provide the resident with a written summary of the informal hearing. The summary shall state the names of the participants, the date(s) of the meeting(s), the proposed disposition of the complaint and the reasons therefor. The summary shall also describe the procedures by which a formal grievance hearing may be requested if the complainant does not accept the proposed disposition of the complainant. A copy of the summary shall be placed in the resident's file.

## **B. Requesting a Formal Grievance Hearing**

Except as described in the [Expedited Grievance](#) section of this chapter, public housing residents who are not satisfied with the outcome of the informal hearing may submit a written request for a formal grievance hearing to the management office or to SHA's Legal Department within 10 calendar days of the date of the informal hearing summary.

Residents whose tenancy has been terminated must submit a written request for a grievance hearing within 10 calendar days from the date of receiving the termination notice. The written request shall specify the reason(s) for the grievance and the action or relief sought.

If the resident does not request a hearing within 10 calendar days, SHA's action becomes final unless the resident can demonstrate good cause for failing to request a grievance hearing in a timely manner. The resident's failure to request a hearing shall not constitute a waiver by the resident of their right to contest SHA's action in any subsequent judicial proceeding.

For information on rescheduling of hearings, see the [Continuances](#) section of this chapter.

## **C. Hearing Officer**

Grievance hearings shall be conducted by an impartial hearing officer appointed by SHA, who shall be a person other than the person who made or approved the SHA action or refusal to act under review, or a subordinate of such person. SHA shall avoid selecting a hearing officer who may have a conflict of interest with the resident, or may lack impartiality.



Hearing officers shall determine whether SHA has sufficient factual and legal support to take the action under review. If sufficient factual and legal support is found, the hearing officer does not have the discretion to reverse SHA's decision for equitable reasons or for reasons unrelated to the factual and legal issues presented at the hearing.

#### **D. Escrow Deposits for Grievances for Non-Payment of Rent**

If a grievance involves unpaid rent by the resident, the resident must pay an amount as determined below into an SHA escrow account before a hearing will be scheduled. Thereafter, the resident must deposit the same amount into the escrow account monthly until the resident's grievance is resolved by decision of the hearing officer. If the required payment is not received before the period for requesting a hearing has expired, the hearing request will be considered null and void. The amount to be paid into the escrow account is the amount of rent that is due and payable as of the first of the month preceding the month in which the notice to pay or vacate was issued. Funds from the escrow account shall be disbursed to SHA or the resident according to the hearing officer's decision. SHA may waive this requirement if the resident is paying minimum rent or when the grievance involves a request for a hardship exemption or imputed welfare income.

Failure to make an escrow deposit when due shall result in termination of the grievance procedure, and all payments in the escrow account and any rent owed by the resident shall be immediately due and payable. Failure to make an escrow deposit does not waive the resident's right to contest SHA's action in any judicial proceeding.

#### **E. Expedited Grievance**

No informal settlement conference is available and the resident must request a formal grievance hearing within five calendar days of receipt of the termination if the grievance involves:

- A lease termination for criminal activity or behavior that threatens the health, safety or right to peaceful enjoyment of the premises of the other residents or SHA employees; or
- A lease termination for drug-related criminal activity on or near the premises.

SHA will attempt to schedule and conduct the grievance hearing within five calendar days of receiving the request. Within five calendar days of the conclusion of the hearing, the hearing officer shall deliver a decision in writing to SHA and the resident. Expedited grievance hearings may be rescheduled only for good cause.

#### **F. Grievance Hearing**

The resident shall be afforded a hearing which shall include:

- The opportunity to examine, before the hearing, any SHA documents related to the adverse action including records and regulations directly relevant to the adverse action. For more information, see the [SHA Documents](#) subsection of this chapter;
- The right to be represented by counsel or other person chosen by the resident as their representative, and to have such person make statements on the resident's behalf;
- A private hearing unless the resident requests a public hearing;



- The right to present evidence and arguments in support of the resident's complaint, to refute evidence relied upon by SHA, and to confront and cross-examine all witnesses upon whose oral testimony SHA relies; and
- A decision based solely upon the facts presented at the hearing.

At the hearing, SHA and the resident will be given the opportunity to present oral or documentary evidence related to the facts and issues raised by SHA's decision or action, and shall have the right to question any witnesses. All evidence, including hearsay evidence, is admissible and may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings or the right of cross examination. All evidence to be considered by the hearing officer must be presented at the hearing. Types of evidence that will be considered include, but are not limited to:

- **Oral evidence:** The testimony of witnesses;
- **Documentary evidence:** Any writing (including documents) that is relevant to the case. For example, a letter written to SHA. Writings include all forms of recorded communication or representation, including letters, emails, words, pictures, documents, sounds, videos, or symbols, or combinations thereof;
- **Demonstrative evidence:** Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, chart, or other diagram; and
- **Real evidence:** A tangible item relating directly to the case.

SHA, the complainant, counsel and other participants and spectators, if any, are obligated to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the hearing or in a decision adverse to the interests of the disorderly party.

The resident may request, a minimum of three business days in advance of the hearing, that the hearing be recorded by SHA. Copies of the recording will be available for three months. At SHA's election, a copy provided to the resident at cost within five days of the resident's request.

SHA shall provide, upon request, reasonable accommodations to allow persons with disabilities to participate in the hearing. Reasonable accommodations may include, but are not limited to: a qualified sign language interpreter, information in an accessible format, a reader, accessible location, and/or attendants. If the resident is visually impaired, any required notice to the resident will be provided in an accessible format.

### SHA Documents

A resident's request to examine any SHA documents, including records and regulations that are directly relevant to the hearing, must be received by SHA at least three business days prior to the scheduled hearing. No continuance will be granted to residents who submit a request to review documents less than three days prior to the grievance hearing. An appointment to examine the documents shall be scheduled with SHA for a time convenient to both parties. The documents shall be made available at the management office or at another location designated by SHA. Under no circumstances will residents or their representatives be allowed to remove any documents or to otherwise take documents from the file. Requested copies of any



documents will be provided as soon as is reasonably possible. SHA will copy or have copied, at the resident's expense, any document(s) in the file(s) and any documents SHA has control of that will be presented at the hearing. Any documents under SHA's control that are not made available by SHA for examination and copying may not be presented at the hearing or relied upon by the hearing officer.

#### **G. Failure to Appear**

If the resident or SHA, without good cause, fails to appear within 20 minutes of the scheduled starting time of the hearing, the hearing officer may make a determination to postpone the hearing for no more than 5 business days or may make a determination that the resident has waived their right to a hearing. A determination that the resident has waived their right to a hearing will not constitute a waiver of any right the complainant may have to contest SHA's disposition of the grievance in an appropriate judicial proceeding.

#### **H. Grievance Hearing Decision**

The hearing officer shall issue a written decision within 10 calendar days following the hearing unless the hearing was an expedited hearing, in which case the decision shall be issued within five business days following the hearing. The decision shall state the reason(s) for the hearing officer's decision. Factual determinations relating to the individual circumstances of the resident will be based on a preponderance of evidence presented at the hearing. Any findings made by the hearing officer on issues not before the hearing officer are not binding on SHA.

A copy of the decision will be sent to the resident and SHA, which SHA shall retain in the resident's file.

The decision of the hearing officer shall be final and SHA shall take no action inconsistent with the decision unless SHA's Board of Commissioners determines, and promptly advises the resident that:

- The grievance does not concern SHA action or failure to act in accordance with or involving the resident's lease or SHA regulations, which adversely affect the resident's rights, duties, welfare, or status; or
- The decision of the hearing officer is contrary to applicable federal, state, or local law, HUD regulations or requirements of the annual contributions contract between HUD and SHA.

A decision by the hearing officer or Board of Commissioners in favor of SHA shall not constitute a waiver of, nor affect in any manner, any rights the resident may have in any later judicial proceedings.

### **4. Informal Hearings for Noncitizens**

When an applicant has been denied admission or a resident's tenancy is terminated for lack of lawful immigration status, an informal hearing for noncitizens shall be provided as described below.



**A. United States Citizenship and Immigration Service Appeals for Noncitizens**

When an applicant or resident declares eligible immigration status, SHA verifies the status through the United States Citizenship and Immigration Service (USCIS) Systematic Alien Verification for Entitlements (SAVE) system. If SAVE fails to confirm eligible immigration status, SHA will notify the family in writing. The notice will also include any of the following that apply:

- A statement that financial assistance will be denied or terminated, with a brief explanation of the reasons for the proposed denial or termination of assistance;
- A statement that the applicant or resident may be eligible for proration of assistance;
- An explanation of the criteria and procedures for residents to obtain relief under preservation of families regulations;
- A statement that the applicant or resident has a right to request an appeal of the results of secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal to the USCIS; and/or
- A statement that the applicant or resident has a right to request an informal hearing with SHA either upon completion of the USCIS appeal or instead of the USCIS appeal.

The applicant or resident will have 30 calendar days from the date of the notification to request an appeal, in writing, directly to USCIS. The applicant or resident must provide a copy of the written request and proof of mailing to USCIS in their notice to SHA. USCIS will notify the family of its decision with a copy to SHA. Concurrently, the resident shall have 10 calendar days of receiving a notice of ineligible immigration status, to request an SHA grievance hearing. This information will be included on the notice advising the resident of non-immigration status. If there is not a copy of the USCIS notification, SHA will notify the applicant or resident of the right to request an informal hearing.

**B. SHA Informal Hearing for Noncitizen Applicants**

If an applicant has been denied admission for lack of lawful immigration status and chooses not to appeal to USCIS, or elects to request an informal hearing after receiving the USCIS results, the applicant may make a request for an informal hearing to SHA. The request for a hearing must be made either within 30 calendar days of receipt of the SHA notice of denial, or within 30 calendar days of receipt of the USCIS appeal decision, whichever is later. Upon receipt of a timely request from the applicant, SHA shall schedule an informal hearing.

Prior to the scheduled hearing (but no later than three business days prior to the scheduled hearing), the applicant will be provided the opportunity to examine, and copy at the applicant's expense, any documents in SHA's possession pertaining to the applicant's eligibility status, or in the possession of the USCIS (as permitted by USCIS requirements), including any records and regulations that may be relevant to the hearing.

The informal hearing will be conducted before a person not involved in the denial of the application and the applicant will be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. The applicant shall be provided the opportunity to controvert evidence relied upon by SHA and to confront and cross-examine all witnesses who testify at the hearing. The applicant will also be entitled to the following:



- To be represented by an attorney or other designee, at the family's expense, and to have such person make statements on the family's behalf;
- To arrange to have an interpreter attend the hearing, at the applicant's expense, or at SHA's expense, as may be agreed upon by the two parties. If the applicant does not provide their own interpreter, SHA shall nevertheless provide oral translation services in accordance with its LEP plan; and
- If requested by the applicant a minimum of three days in advance, to make an audio recording of the hearing.

Within 10 calendar days of the date of the informal hearing, SHA shall provide the applicant with a written notice of its final decision, which shall be based solely upon the facts presented at the hearing and shall state the reasons for the decision.

### C. Informal Hearing Procedures for Residents

A resident who chooses not to appeal to USCIS and wants an informal hearing after receiving USCIS results confirming non-eligible status may request an informal hearing. The hearing request must be made either within 30 calendar days of receipt of the SHA notice of termination, or, if there has been an appeal to USCIS, within 30 calendar days of receipt of the USCIS appeal decision, whichever is later. The informal hearing procedure for residents whose subsidy and/or tenancy is being terminated based on lack of lawful immigration status is the same as for applicants described in the [Informal Hearings for Applicants](#) section of this chapter.

## 5. Continuances

Except for Expedited Grievances, residents are allowed one continuance of a scheduled hearing if requested at least 48 hours before the scheduled hearing date. If a request is received less than 48 hours before the scheduled hearing date, the resident will be charged, as a condition of approving the continuance, the amount charged by the hearing officer for one hour of the hearing officer's time. Any subsequent request for a continuance will be approved only when the request is based upon circumstances beyond the resident's control or when agreed to by the parties. If the requested continuance is denied by the grievance hearing coordinator, the request shall be forwarded to the hearing officer for determination. The hearing officer will confer with the parties at a time and place of their choosing, and will make the final decision as to whether the requested continuance should be granted or denied, and under what terms and conditions.



## Chapter 16: Program Administration

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**MTW Activities Used in this Chapter:** Seattle Housing Authority has been granted MTW authority to conduct energy audits, change utility allowances, and revise utility schedules, on a schedule different than that prescribed by HUD.

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### 1. Overview

This chapter describes SHA's policies for program integrity, repayment agreements, record retention, security deposits and non refundable fees, utility allowance administration, air conditioners, and passbook savings rate.

### 2. Program Integrity

SHA's objective is to provide the proper level of assistance to each subsidized household. To meet this objective SHA shall, at a minimum, engage in the following activities:

- Conduct thorough reviews of each household's income, household composition, and appropriate decoctions and allowances; and
- In cases where SHA determines a tenant has received benefits to which they were not entitled, SHA will determine whether this was the result of the tenant misrepresenting their circumstances. If so, the household may be held accountable for a program violation and/or for committing fraud.

#### A. Program Violations

A program violation occurs when an applicant or resident makes a false representation or fails to provide required information that results in the applicant or resident receiving a benefit to which they were not entitled and would not have received had the information provided been true and complete. Examples include unreported income and assets, use of false identities, and unauthorized household members.

#### B. Fraud

Fraud occurs whenever a resident or applicant:

- Makes a statement or provides information that is false and/or incomplete;
- Knew the statement was false and/or incomplete;
- Makes the statement or provides the information for the purpose of receiving the benefits of a federal, state, or local housing program;
- Makes the false statement or provides the false or incomplete information with the intent that SHA or another governmental entity will rely on it when determining eligibility for any benefit; and/or
- As a result of the statement of false or incomplete information provided, the resident or applicant receives:
  - A benefit to which they are not eligible and/or entitled; or
  - A benefit in excess of the amount for which they are eligible and/or entitled.



In determining whether an individual has committed fraud, the elements above must be proven by clear, cogent, and convincing evidence.

### **C. Penalties for Fraud and Program Violations**

Any applicant who has committed a program violation may be denied admission in accordance with SHA's eligibility requirements.

Any resident who has committed a program violation or fraud shall reimburse SHA for any benefits received for which they were not entitled or eligible. Calculations of the cost of the benefits for which the resident was not entitled or eligible shall include all amounts received as a result of the program violation or fraud.

SHA may terminate a resident's tenancy and take any action required to recover any benefit received for which the resident was not entitled or eligible. Any resident who commits fraud shall be subject to prosecution in municipal, state or federal court.

SHA, at its discretion, may pursue all applicable remedies in cases of fraud and program violations, including, but not limited to:

- Denial of application for housing assistance;
- Termination of resident's lease;
- Eviction;
- Civil proceedings to recover overpaid housing assistance and investigation and legal costs; or
- Referral to other government agencies for criminal prosecution.

## **3. Repayment Agreements**

SHA, in its sole discretion, may enter into repayment agreements to:

- Recover overpayments of subsidy or other monies owed to SHA; or
- Allow households to repay security deposits and other fees.

SHA may choose not to enter into a repayment agreement with households who are otherwise in violation of their lease and subject to lease termination. If SHA offers a resident a repayment agreement on an outstanding debt and the resident refuses to enter into the agreement, SHA shall require payment in full of the debt or that the tenant vacate and return the unit to SHA. SHA may, at its option, use other available methods to collect such sums, including (but not limited to) collection agencies, small claims court, and civil lawsuits.

### **A. Security Deposits and Non Refundable Fees**

Households may elect to pay security deposits and non refundable fees in no more than six consecutive, equal monthly installments. A payment agreement may be used for this purpose. Amounts owed for security deposits remain with the head of household of the unit. For more information, see the [Security Deposits and Non Refundable Fees](#) section of this chapter.



**B. Repayment Policy**

If a household is unable to pay a debt owed to SHA, SHA may, in its sole discretion, offer the household a repayment agreement. Repayment agreements should not be offered if there is an existing repayment agreement in place with the household (with the exception of repayment plans for security deposits and non-refundable fees). Repayment agreements will not be offered to residents who have committed fraud.

**C. Repayment Guidelines**

Repayment agreements will be limited to the minimum amount of time needed to pay off the debt owed without placing undue hardship upon the resident. This section does not apply to security deposits and non-refundable fee payment agreements.

Repayment agreements shall have a minimum monthly payment of 10% of the household's total monthly net income. If the household reports a change in income, the monthly payment amount may be adjusted accordingly to ensure a minimum monthly payment amount is maintained. In the rare event of an undue hardship, SHA may, in its sole discretion, grant a lower monthly payment amount. For the repayment of damages due to fire, the monthly payment amount shall be in compliance with SHA's policy on fire losses, found in the [Fire Policy and Smoke Detectors](#) section of this chapter.

All repayment agreements must include any other monies owed by the household and shall:

- Be in writing;
- Be signed and dated by both the head of household and SHA staff;
- Include the total amount owed;
- Include the amount of lump sum payment made at the time of execution (if applicable);
- Include the monthly repayment amount and due date; and
- Contain the following provisions:
  - Reference to the paragraphs in the public housing lease the tenant is in non-compliance and may be subject to termination of tenancy or assistance or both;
  - The monthly repayment amount is in addition to the family's regular monthly rent amount; and
  - The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.

Late and missed payments constitute default of the repayment agreement. The full remaining balance of the repayment plan will become due and payable on demand, and may result in termination of tenancy. (See PIH Notices.)

If a family fails to repay monies owed to SHA, SHA will terminate the family's lease as allowed under 24 CFR 966.4(l)(2), report any amounts owed to HUD's Enterprise Income Verification (EIV) System, and may seek other means to collect the amount owed.

**D. Due Dates**

All payments are due by the close of business on the day or date specified in the repayment agreement. If the specified day or date does not fall on a business day, the due date shall be the close of business on the first business day after the non-business day.



### E. Record Keeping

In alignment with HUD Form-52675 and records in EIV, SHA shall maintain a record of the family debt in its financial systems for up to 10-years from the end of participation date. At that time, the record will be non-owing.

### F. Applicants Owing Debts to SHA

An applicant who owes monies to SHA or any other housing authority at the time they are at the top of the waiting list must either pay the amount in full or enter into a repayment agreement for the amount owed before their application will be considered.

If the applicant fails to pay the amount in full or enter into a repayment agreement, or if the applicant enters into a repayment agreement and fails to make payments as required prior to lease up, the applicant will be denied admission. If the applicant enters into a repayment agreement and stops making payments after the lease is signed, SHA will follow the protocol under the [Rent Due Dates](#) section of the [Certifications: Annual and Interim Income and Rent Determination chapter](#).

## 4. Record Retention

SHA follows the Housing Authorities Records Retention Schedule from the Washington State Archives, Office of the Secretary of State, and maintains complete and accurate accounts and records per program regulations.

Tenant files may be stored securely in SHA's electronic document storage system. Quality control must be performed to ensure electronic records are accessible and readable. Once paper files have been stored electronically and verified for image quality, accuracy, and completeness, they may be destroyed securely by shredding at an SHA office. Paper files that have not received a quality control review are to be stored following the required retention schedule below. Electronic records must also be retained for the duration of the required retention schedule:

<https://www.sos.wa.gov/assets/archives/recordsmanagement/housing%20authorities%202.0.pdf>

## 5. Privacy Act Requirements

The collection, maintenance, use, and dissemination of social security numbers (SSNs), employer identification numbers (EINs), any information derived from these numbers, and income information of applicants and participants will be managed in compliance with the Privacy Act of 1974, and other applicable federal, state, and local laws.

Applicants and residents, including all adults in the household, are required to sign a consent form, found in the Lease Addendums Appendix (Appendix 1). This form incorporates the Federal Privacy Act Statement and describes how the information collected may be used, and the circumstances in which the information collected may be released.



**A. Confidentiality**

SHA shall not disclose any personally identifiable information (PII) which is contained in a system of records by any means of communication to any person, or to another agency, except pursuant to a written request by, or with the prior written consent of, the individual to whom the record pertains, except as authorized in 5 USC 552a as follows:

1. to those officers and employees of the agency which maintains the record who have a need for the record in the performance of their duties;
2. to the Bureau of the Census for purposes of planning or carrying out a census or survey or related activity pursuant law ;
3. to the National Archives and Records Administration as a record which has sufficient historical or other value to warrant its continued preservation by the United States Government, or for evaluation by the Archivist of the United States or the designee of the Archivist to determine whether the record has such value;
4. to another agency or to an instrumentality of any governmental jurisdiction within or under the control of the United States for a civil or criminal law enforcement activity if the activity is authorized by law, and if the head of the agency or instrumentality has made a written request to the agency which maintains the record specifying the particular portion desired and the law enforcement activity for which the record is sought; to a person pursuant to a showing of compelling circumstances affecting the health or safety of an individual if upon such disclosure notification is transmitted to the last known address of such individual;
5. to either House of Congress, or, to the extent of matter within its jurisdiction, any committee or subcommittee thereof, any joint committee of Congress or subcommittee of any such joint committee;
6. to the US Department of Housing and Urban Development or the Comptroller General, or any of its authorized representatives, in the course of the performance of the duties of the Government Accountability Office;
7. pursuant to the order of a court of competent jurisdiction;
8. to a consumer reporting agency in accordance with section 3711(e) of title 31; or
9. to an organization which has entered into a data sharing agreement with SHA in accordance with the terms of the agreement.

**Domestic Abuse**

See the [Violence Against Women Act \(VAWA\)](#) section of the [Fair Housing and Violence Against Women Act \(VAWA\) chapter](#) for confidentiality related to domestic abuse/the Violence Against Women Act (VAWA).

**B. Upfront Income Verification (UIV) Records**

SHA complies with the HUD Enterprise Income Verification (EIV) System and the Security Procedures for Upfront Income Verification (UIV) Data program requirements, to help ensure that all confidential data is protected in accordance with federal law.



**C. Criminal Records**

SHA has established and implemented a system of records management to ensure that criminal records or sex offender registration information received by SHA from a law enforcement agency is maintained confidentially, not misused or improperly disseminated, and destroyed as required by law after the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to SHA action without institution of a challenge or final disposition of any such litigation. However, a record of having obtained the screening, including the type of screening and the date performed will be retained.

SHA will only disclose criminal conviction records to SHA officers and staff and to authorized SHA representatives who have actual need for the information.

**D. Medical/Disability Records**

Except when needed to determine an appropriate accommodation for disability, SHA will not inquire about the nature or extent of a person's disability or about a person's diagnosis or details of treatment for a disability or medical condition.

**6. Security Deposits and Non-Refundable Fees**

A security deposit shall be required of all residents in the Public Housing program. The security deposit will be applied to reimburse SHA for any amounts owed when the resident vacates. The deposit will be applied to delinquent rent and utility charges, legal charges, miscellaneous and sundry charges, charges for excessive wear and tear on the unit, damage to furnishings or equipment, and charges for damage to other SHA property caused by the resident.

The fees and deposits required by SHA shall be set at amounts that are reasonable in consideration of the income levels of people who need housing assistance and the costs of doing business. Per SMC 7.24.035 the Security Deposit and Fees combined will not exceed the gross rent on the unit. Security deposits shall be held in a fund that shall be used only for the purposes indicated above. No interest shall be paid on the security deposits held by SHA, and SHA's sole responsibility for such deposits shall be limited to crediting them to the resident's account at the time they vacate in a manner consistent with the law and best accounting practices.

Additional deposits may be collected when SHA anticipates an increased risk of unit damage or extra costs to return the unit to rentable condition. Such circumstances include, but are not limited to, additional deposits for pets. The same SMC 7.24.035 regulation applies.

For SHA required transfers (as discussed in the [Transfers chapter](#)), SHA will transfer the security deposit to the new unit if it is not applied to vacate charges on the resident's account. If the transfer is requested by a resident for a reason other than an SHA required transfer and the transfer occurs within the same legal entity, SHA will transfer the security deposit to the new unit and the security deposit will be increased or decreased to the current amount charged to other new residents in the same size unit in the building. When residents are transferred from one legal entity to a different legal entity, the residents' deposits may be charged to return the previous unit to rentable condition. In such circumstances it may be necessary for deposits to be refunded and recharged.



## 7. Payment & Deposit Controls

As part of its duties as landlord, the Seattle Housing Authority handles payments for rent, services rendered, damages, and other debts owed to the Housing Authority.

Cash, personal checks, cashiers checks, and money orders made out to the “Seattle Housing Authority” shall be the only acceptable forms of payment for any such debts. For internal control and accountability for payments received, all cash payments must be made at the Housing Authority’s Central Office.

No check or money order may be made payable to any individual staff person, and no staff person may accept such a payment. No staff may, under any circumstance, make a payment in any form (cash, check or money order) on behalf of a resident. Any payments received by staff shall be recorded, held in a secure location and should be deposited within two business days.

Rent payments are processed through a lock box service. SHA will accept rent payments in the field management offices only when immediate payment is required or payment by lock box service is not feasible, such as a new move-in rent and deposit payment or rent payment to settle an eviction. The only exception to this is for HOPE VI communities—HOPE VI residents may make regular rent payments (not just those where immediate payment is required or lock box service is not feasible) at their community’s field office.

In the event a payment is lost after receipt by SHA, as verified by a written receipt or by staff, SHA shall be responsible for reimbursing the resident for the cost incurred to place a stop payment on the payment and to have it re-issued.

No staff person who is also an SHA resident shall handle any aspect of his/her own tenant account, including, but not limited to, the processing of payments due. In addition, no staff person shall be allowed to handle the tenant accounts of residents who are immediate family member(s) or whose relationship or association with the staff person may create the appearance of a conflict of interest. Staff members shall advise their supervisors of any such potential conflict.

## 8. Utility Allowances [MTW 10.P.12]

Residents receive a utility allowance for all resident-purchased utilities and submetered utilities for each dwelling unit, which includes natural gas, electricity, water and sewer. Allowances are categorized and provided by utility types, heat sources and dwelling unit types. They are further allotted based on bedroom size and the number of occupants.

SHA documents and records the basis upon which utility allowances and scheduled surcharges are established, which are available for inspection by residents.

### **Reasonable Accommodation**

SHA may grant relief from some or all utility charges for:

- Special needs of elderly, ill or disabled residents;



- Special factors affecting utility usage not within the control of the resident, as SHA shall deem appropriate; or
- Similar circumstances when needed.

For excess utility allowances allotted on account of reasonable accommodation, see the [Examples of Reasonable Accommodations](#) section in the [Fair Housing and Violence Against Women Act \(VAWA\) chapter](#).

#### **A. Utility Allowance Revisions [MTW 10.P.15, MTW 11.P.01]**

SHA annually reviews the basis upon which utility allowances have been established and, if necessary, revises those allowances. The review considers all changes in circumstances (including completion of modernization and/or other energy conservation measures implemented by SHA) indicating probability of a significant change in reasonable consumption requirements and changes in utility rates. SHA may revise its allowances for resident-purchased utilities between annual reviews if there is a rate change. SHA is required to adjust its allowances if a rate-change results in a change of 10% or more from the rate on which the allowance was based.

Adjustments to resident payments as a result of such changes will be retroactive to the first day of the month following the month in which the last rate change taken into account became effective.

#### **B. Surcharges for SHA-Furnished Utilities**

Units that receive an allowance for SHA-furnished utilities will be charged a fee if the household's consumption is in excess of the allowances provided. Surcharges may be either computed on a straight per unit of purchase basis or for stated blocks of excess consumption. The basis for calculating the surcharges is described in SHA's schedule of allowances. Changes in the amount of surcharge based directly on changes in SHA's average utility rate are not subject to the advance notice requirements discussed under the [Notice Requirements](#) section of this chapter.

Billing statements for excess utility usage will be mailed or delivered to the unit on a regular basis. If the household disputes the charges, the resident may request a grievance hearing within the required time period. If a hearing is requested, SHA will not take action for nonpayment of the charges until the conclusion of the grievance process. For information on grievance hearings, see the [Grievance Hearings for Low Income Public Housing Residents](#) section in the [Informal Hearings and Grievances chapter](#). Nonpayment of excess utility charges is a violation of the lease and is grounds for eviction.

#### **C. Notice Requirements**

SHA issues notice to all residents of proposed allowances and scheduled surcharges, and of any revisions thereof. The notice is given in the manner provided in the lease, and:

- Is provided at least 60 days before the proposed effective date of the allowance, scheduled surcharge, or revision;
- Describes the basis for determination of the allowance, scheduled surcharge, or revision;



- Advises residents where to find SHA's documentation on which allowances and surcharges are based; and
- Provides all residents an opportunity to submit written comments during a period expiring not less than 30 days before the proposed effective date of the allowances, scheduled surcharges, or revisions.

## 9. Posting of Policies, Rules, and Regulations

Copies of the schedules of special charges and SHA rules and regulations will be made available to tenants.

## 10. Passbook Savings Rate

HUD PIH Notices grant SHA the authority to establish a uniform passbook savings rate for all programs. SHA uses the required rate for the Multifamily program for all units in all of SHA's programs, which is published by the Multifamily Housing division of HUD. Passbook rates are reviewed by SHA and adjusted when the Multifamily program annually releases its new rates.

## 11. Minimum Heating Standards

SHA units comply with the minimum heating standards set forth in the Seattle municipal code, as required by relevant PIH notices.

## 12. Over income Household policy

Pursuant to The Housing Opportunity Through Modernization Act of 2016 (HOTMA), SHA will implement HUD requirements for over-income families. For the purpose of this policy, over-income is defined as household income exceeding 120 percent of the Area Median Income (AMI) and an over-income family is defined as a family occupying a Public Housing unit whose annual income exceeds the over-income limit, including FSS participants.

If a household is over-income for 24 consecutive months, SHA will terminate the public housing tenancy.

The 24-month clock, considered the grace-period, will start once SHA becomes aware, through a resident's regularly scheduled annual reexamination or an interim reexamination, that a household has reached the over-income limit.

If, during the 24-month grace period, SHA discovers through an annual or interim reexamination that a previously over-income household has income that has dropped below the over-income limit, the household is no longer subject to the over-income provisions. SHA will send the household a letter informing them they are no longer considered over-income. The household is entitled to a new consecutive 24-month grace period if the household's income once again exceeds the over-income limit.



SHA must notify a household of the over-income determination and potential termination of tenancy in writing at that time. The notice must state the household income has exceeded the over-income limit, that the household must continue to pay income-based, flat rent, or prorated rent for mixed families and that if the household's income continues to exceed the over-income limit for the next 24 consecutive months, the household will be subject to termination of tenancy. The notice must notify the household of their opportunity for a grievance hearing.

Twelve months from the initial determination, SHA must conduct an income reexamination if the household's income has not already fallen under the over-income limit. If the household has remained over-income for 12 consecutive months, SHA must provide the household written notice of the results within 30 days. The notice must state the household has exceeded the over-income limit for 12 consecutive months, that they must continue to pay income-based, flat rent, or prorated rent for mixed families and that continuing to exceed the over-income limit for a total of 24 consecutive months will result in the termination of tenancy. The notice must notify the household of their opportunity for a grievance hearing.

Twenty-four months after the initial determination of over-income status, SHA must conduct an income reexamination unless the household has already reported income under the over-income limit. If SHA determines the household continues to exceed the over-income limit, SHA must provide a written notice within 30 days. The notice must state the household has exceeded the over-income limit for 24 consecutive months, that they must continue to pay income-based, flat rent, or prorated rent for mixed families and provide the household with notice of lease termination in accordance with State and local laws. The notice must notify the household of their opportunity for a grievance hearing.

SHA must terminate the tenancy of the family no more than 6 months after the 24-month over-income notification. The household must continue to pay income-based, flat rent, or prorated rent for mixed families during the period before termination. An over-income family will continue to be a public housing program participant and must continue to comply with public housing program requirements until their tenancy is terminated. If there is a change in income per SHA's interim recertification policy, the family may request an interim reexamination, but a decrease in income and rent, after the 24-month grace period, will not enable the family to avoid termination.

Based on unit availability, SHA shall make all reasonable efforts to provide over-income families with alternative affordable housing options at other SHA owned market rate properties.

SHA must submit a report annually to HUD that specifies, as of the end of the year, the number of families residing in public housing with incomes exceeding the over-income limit and the number of families on the waiting lists for admission to public housing projects and provide any other information regarding over-income families requested by HUD. These reports must also be publicly available.



## Appendix 1: Lease Addendums

### 1. Admonishment Lease Addendum

SHA reserves the right to exclude non-tenants from properties it owns or manages. The Admonishment Lease Addendum spells out the requirements concerning this, and requires the head of household to acknowledge receipt of this notice.

[Admonishment Lease Addendum](#)

### 2. Criminal Activity & Lease Violations

In order to ensure each household understands that criminal activity will not be tolerated by SHA, the head of household must at time of lease sign the Criminal Activity & Lease Violations Lease Addendum.

[Criminal Activity & Lease Violations Lease Addendum](#)

### 3. Fire Policy and Smoke Detectors

SHA shall take reasonable steps to prevent injury and property loss from fire. SHA conducts annual inspections to identify fire hazards and alert tenants regarding fire and smoke alarm(s) in the unit. Tenants shall also sign and comply with the Fire Safety Lease Addendum, found in the Lease Addendums Appendix.

#### A. Restitution

Residents responsible for a fire will be held liable for the costs to repair the damage and restore the property. Reimbursement will be required whether the resident remains a Housing Authority resident or not. At SHA's sole discretion, reimbursement may be made in a lump sum or through a repayment agreement.

#### B. Termination

SHA may terminate the lease and/or seek monetary damages if it is determined that the fire was caused by the negligence of the resident, household member or guest.

Factors that will be considered when making the decision to terminate the lease and/or the amount charged to the household will include, but is not limited to the following:

- Extent of the damage;
- Bodily injury to any person;
- Previous fire(s) caused by resident, household member, or guest;
- Fire caused by hazards noted during previous unit inspection(s) that were brought to the resident's attention;
- Fire caused by the negligent, recklessness, gross negligence or deliberate acts of the resident, household member or guest; and
- Flammables stored in violation of the lease.



**C. Request for Hearing**

Any resident whom SHA finds financially liable for damage caused by fire or whose tenancy is terminated for causing a fire shall be entitled to a grievance hearing as set forth in SHA's Grievance Hearings for Low Income Public Housing Residents policy in the Informal Hearings and Grievances chapter.

**D. Smoke Detectors**

In compliance with Washington state law, SHA has installed a smoke detector in each of its dwelling units. SHA shall inform its residents of the location of each smoke detector in the unit, and instruct them on the purpose, operation and maintenance of the device(s). SHA shall inspect and test all smoke detectors at the time of each vacate and make the necessary repairs or replacements to ensure that the smoke detectors are operational prior to re-occupancy. Residents shall ensure that the smoke detector is in fully operational condition at all times during their tenancy and to immediately report any malfunction to SHA. If a resident disables any detector, the resident is subject to a city fine and lease enforcement, up to and including termination of the tenancy.

[Fire Safety Lease Addendum;](#)

**4. Lead-Based Paint**

In compliance with federal, state and local laws and regulations, SHA has performed comprehensive testing for the presence of lead-based paint in all pre-1978 built properties where children under the age of seven may reside. SHA has initiated necessary activities and procedures to maintain compliance related to reducing risks to residents living in SHA housing units and SHA employees that may become exposed to lead-based paint in the performance of their job responsibilities.

**A. Reporting Requirements for Children with Environmental Intervention Blood Lead Level**

SHA will provide the public health department written notice of the name and address of any child identified as having an environmental intervention blood lead level. SHA also will provide written notice of each known case of any child with an environmental intervention blood level to the HUD field office within five business days of receiving the information.

**B. Information to Tenants**

SHA will inform tenants about the hazards of lead-based paint and make a disclosure statement that advises tenants of the presence of any known lead-based paint and/or lead-based paint hazards in the unit, common areas servicing the unit, and exterior areas. Tenants in SHA public housing units built prior to 1978 must sign the Lead-Based Paint Warning, found in the Lease Addendums Appendix (Appendix 1).

**C. Ongoing Lead-Based Paint Maintenance**

SHA incorporates ongoing lead-based paint maintenance and reevaluation activities into regular building operations (unless the building is vacant in preparation for demolition/disposition). Ongoing maintenance is not required if a lead-based paint inspection report indicates that no lead-based paint is present, or a clearance report indicates that all lead-based paint has been removed.



[Lead Based Paint Warning Lease Addendum](#)

Pamphlet: Protect Your Family From Lead in Your Home (if applicable);

**5. Moisture, Mold, and/or Fungus in Units**

If an inspection or complaint indicates excess moisture, mold, and/or fungus damage, SHA will inspect the unit as soon as possible. If the area of the excess moisture, mold, and/or fungus is larger than a cumulative area of 3 feet by 3 feet in the entire unit, or SHA deems the issue to be of hazard, SHA will immediately undertake any repairs and/or procedures needed to eliminate the moisture, mold, and/or fungus. Control of moisture, mold, and/or fungus damage smaller than this threshold shall be the responsibility of the resident, unless SHA determines otherwise. If the cause of the problem is because of poor housekeeping or excess moisture caused by the resident, the resident may be liable for SHA's remediation of the condition. SHA shall provide residents advice and guidance about moisture, mold, and/or fungus prevention and maintaining housekeeping practices that prevent any recurrence of the problem.

After remediation and corrective action is taken, SHA shall conduct follow-up inspections to ensure that conditions have been remediated and/or that residents are controlling the problem. A resident's failure to comply with this policy and the Mold Prevention Lease Addendum, found in the Lease Addendums Appendix (Appendix 1), may be cause for lease enforcement, up to and including termination. Residents are expected to use good housekeeping practices and have adequate ventilation and heat in their unit, and may be required to use appropriate cleaning methods and materials to control interior moisture, mold, and/or fungus.

Once remediation is completed, SHA will work closely with the resident to educate, inspect and monitor on-going moisture, mold, and/or fungus issues in identified units.

[Mold Prevention Lease Addendum](#);

Watch Out For Mold Lease Addendum;

**6. No Smoking Policy**

Smoking of any kind is not permitted in any SHA dwelling unit, including, but not limited to, bedrooms, hallways, kitchens, bathrooms, patios, balconies, unit entryway areas and leased exterior spaces. Smoking is also prohibited in the common areas (as defined in the Terminology appendix to the Overview of SHA and its ACOP chapter) of any Seattle Housing Authority building, community or facility, except for in SHA designated smoking areas. Smoking is not allowed within 25 feet of entrances, exits, windows that open, and ventilation intakes that serve enclosed areas where smoking is prohibited.

Smoking is defined as inhaling, exhaling, breathing, or carrying any lit cigar, cigarette, e-cigarette, pipe or other tobacco or marijuana products in any manner and in any form. Tenants must sign and abide by the No Smoking Policy Lease Addendum, found in the Lease Addendums Appendix.



***Marijuana***

Under Washington state's Marijuana Legalization law (Initiative 502), it is illegal to smoke marijuana in public. Smoking marijuana in SHA designated smoking areas, whether on SHA property or not, is therefore prohibited and constitutes a lease violation which may result in termination of a resident's tenancy.

Failure to comply with the terms of this policy may be cause for lease enforcement action, up to and including eviction.

[No Smoking Policy Lease Addendum:](#)

**7. Notice of Occupancy Rights under the Violence Against Women Act (2016)**

As noted in the Fair Housing and Violence Against Women Act (VAWA) chapter, SHA provides certain protections for victims of domestic violence, dating violence, sexual assault, and/or stalking. The Violence Against Women Act (VAWA) lease addendum provides notice to residents of their VAWA occupancy rights at the time of move in.

[Notice of Occupancy Rights under the Violence Against Women Act \(2016\)](#)

**8. Pest Control**

SHA aggressively targets the prevention and control of pest infestation, with the goal of minimizing the proliferation of pest infestations within its properties. When a pest infestation is suspected, SHA shall thoroughly inspect the unit to determine harborages, reservoirs, entry points, and food and water resources. If an infestation is found, SHA shall then make every reasonable effort to eliminate, prevent and control pest infestation, including, but not limited to:

- The removal and disposal of infested personal objects from a unit;
- Prevent the introduction of pest infested objects into SHA property; and
- Quarantine and treat personal objects determined to be at high risk of being infested.

Residents must sign and comply with the Pest Control Lease Addendum, found in the Lease Addendums Appendix . Non-compliance with the requirements to maintain the unit in accordance with this policy and the addendum shall be a violation of the lease and grounds for lease enforcement, up to and including eviction.

[Pest Control Lease Addendum:](#)

**9. Acceptance of a unit with UFAS-Accessible Features**

If no disabled, qualified applicants on the site specific waiting list require the accessible features of the UFAS-Accessible Unit, the unit may be offered to applicants who do not need the



accessible features of the unit. If a non-disabled applicant who does not require the accessible unit features leases a UFAS-Accessible Unit of any bedroom size, they will be required to relocate to a comparable non-accessible unit when an eligible, qualified applicant or existing resident with disabilities, requires the accessible features of the unit. All applicants who do not require accessible unit features who accept UFAS-Accessible Units shall be required to sign an Acceptance of a Unit with UFAS-Accessible Features Lease Addendum, found in the Lease Addendums Appendix (Appendix 1), acknowledging their obligation to relocate within 30 days of notice by SHA.

[Acceptance of a Unit with UFAS-Accessible Features Lease Addendum \(if applicable\):](#)

## 10. Additional Security Devices Policy

Residents wishing to install security devices in addition to those provided by SHA must follow the Additional Security Devices Policy found in the Lease Addendums Appendix.

[Additional Security Devices Policy Lease Addendum \(if applicable\)](#)

## 11. Assistance Animal Policy Lease Addendum

SHA may allow a person with a disability to have an assistance animal as a reasonable accommodation, as indicated in the [Assistance Animals and Pets chapter](#). Households approved for an assistance animal must sign and follow the requirements as indicated in the Assistance Animal Lease Addendum.

[Assistance Animal Policy Lease Addendum \(if applicable\):](#)

## 12. Fence Policy

Residents wishing to install or modify fences on SHA property must comply with the Fence Policy, found in the Lease Addendums Appendix.

[Fence Policy Lease Addendum \(if applicable\):](#)

## 13. Home Based Businesses

A Home Based Business is any legally permissible occupation or business that operates out of the resident's dwelling unit where clients, vendors or customers are expected to visit. Businesses in the home that do not involve clients or customers visiting the unit are not Home



Based Businesses. The dwelling unit must at all times primarily be a residence, and the operation of the Home Based Business shall not interfere with the rights, possession, or quiet enjoyment of other residents in the building or the community. Residents operating Home Based Businesses must operate the business solely within the unit. Use of common areas is strictly prohibited; however, the use of playgrounds and play structures are allowed for a home-based child care business.

Residents shall not display any signage on the exterior of their unit/building or on SHA property. Additionally, residents shall not include the address of the unit in any advertisement. Residents are solely responsible for all utility costs arising from the operation of the business that exceeds the utility allowance for that unit.

Prior to starting a Home Based Business, the resident must:

- Obtain advance written permission from SHA for the Home Based Business;
- Complete the Home Based Business Lease Addendum, found in the Lease Addendums Appendix;
- Pay a refundable security deposit in accordance with the Home Based Business Lease Addendum to cover the excess wear and tear to both the unit and any potential unit modifications;
- Allow SHA to inspect the unit;
- Obtain either:
  - A renter's insurance policy with an endorsement that covers their business activities; or
  - A commercial general liability policy naming Seattle Housing Authority as an additional insured on the policy; and
- Obtain a current City of Seattle business license and any other valid current licenses, certifications, or other documents related to the legal operation of the Home Based Business. For any child care business, the resident also must obtain a valid, non-expiring license from the Washington State Department of Early Learning and be in compliance with all regulations in WAC 170-296 or subsequent state regulations.

The Home Based Business shall be operated solely within the unit. Businesses that include breeding and or sale of animals, or that require animals on the property, are not allowed. Use of any common areas, including, but not limited to, hallways, sidewalks and recreational rooms is strictly prohibited, with exception of playgrounds and play structures as mentioned above.

Residents shall provide SHA copies of any documents submitted to, or received from, any governmental agency that demonstrates compliance, or lack of compliance, with any applicable child care licensing, certification or other regulatory requirement.

Residents with Home Based Businesses must report increases in business income for any period of three consecutive months. Residents with Home Based Businesses may request an interim review if business income decreases for a period of three consecutive months. The resident may request no more than three interim reviews for purposes of adjusting rent in a 12 month period.

[Home Based Business Lease Addendum](#)



## 14. Live-In Aide Lease Addendum

The policy concerning live-in aides can be found in the Household Composition and Occupancy Standards chapter. In cases where a household has a live-in aide, the head of household and live-in aide shall be required to sign the Live-In Aide Lease Addendum.

[Live-In Aide Lease Addendum](#)

## 15. Parking Policy

Seattle Housing Authority provides limited off-street parking for resident-owned and staff vehicles at its buildings and communities. In addition to SHA's policies for parking lots owned by SHA, SHA and its residents shall abide by appropriate city ordinances outlined in the Seattle Municipal Code for on and off street parking. SHA owned parking lots are generally operated on an assigned parking stall basis, or on a first come first park basis. Designated electric vehicle (EV) stalls are reserved for residents with SHA-issued EV parking permits. Parking of towed recreational equipment on SHA property will be allowed on a case by case basis for a limited time only. Parking of vehicles which unreasonably restrict access and egress by the City of Seattle, SHA or other resident vehicles is strictly prohibited. Residents granted parking privileges on SHA property must read and sign the Parking Policy Lease Addendum, found in the Lease Addendums Appendix, before parking their vehicle in any SHA lot.

[Parking Policy Lease Addendum](#)

## 16. Pet Policy Lease Addendum

As indicated in the Assistance Animals and Pets chapter, SHA may allow pets at some properties. Requirements for pets are spelled out in the Pet Policy Lease Addendum.

[Pet Policy Lease Addendum](#)

## 17. Resident Oxygen Use Policy and Oxygen User Acknowledgement of Risk

Residents using oxygen machines must comply with the Resident Oxygen Use Policy and Oxygen User Acknowledgement of Risk, both found in the Lease Addendums Appendix.

[Resident Oxygen Use Policy Lease Addendum](#)  
[Oxygen User Acknowledgement of Risk Lease Addendum](#)



## 18. Right Sizing Pilot Program

This addendum explains a pilot project SHA is undertaking between 2019 and 2023 to right size over-housed households in select portfolios as determined by SHA into appropriately sized units.

[Right Sizing Addendum](#)

## 19. Satellite Dish Policy

SHA will permit installation of satellite dishes in accordance with the Satellite Dish Policy, found in the Lease Addendums Appendix.

[Satellite Dish Policy Lease Addendum](#)

## 20. SSHP Pet Policy Lease Addendum

Residents of the Seattle Senior Housing Program (SSHP) may keep pets; however, SSHP properties vary in the type of pets allowed. The SSHP Pet Policy Lease Addendum spells out the requirements for keeping pets in SSHP.

[SSHP Pet Policy Lease Addendum](#)



## Appendix 2: Moving to Work (MTW) Activities

Note: This list subject to change. For most current list, please see:

<https://www.seattlehousing.org/news/mtw/>.

ACOP CHAPTER	MTW STRATEGY	DESCRIPTION
1	15.A.01	Combined program management: Combined program management for project-based vouchers and public housing in communities operating both subsidy types.
3	12.P.02	Partners maintain own waiting lists: Allow partners to maintain waiting lists for partner-owned and/or operated units (traditional LIPH units; service provider units, etc.) and use own eligibility and suitability criteria (including no waiting list).
3	8.P.01	Agency units for housing and related supportive services: Make residential units available for service-enriched housing by partner agencies.
3	22.A.01	Housing Assistance for School Stability: Seattle Housing Authority may provide housing assistance for homeless or unstably housed low-income families with children at selected neighborhood schools.
3	5.P.05	Seattle Housing Authority may offer lease incentives to promote the leasing of a public housing unit.
6	10.P.01	Absolute minimum tenant payment: Tenants pay a minimum rent (\$50 or more) even if rent calculation and/or utility allowance would normally result in a lower rental payment or even reimbursement.
6	10.P.18	No HUD-defined flat rents: Seattle Housing Authority does not offer tenants the choice of “flat rents” as required of non-MTW agencies.
6	10.P.08	Impute income from public benefits: Seattle Housing Authority may impute income in rent calculation for tenants declaring no income who appear eligible for but decline to collect cash benefits
6	10.A.02	Self employment expenses: Households may declare employment expenses up to 30% of gross business income without further validation of deductions. (formerly 10.P.23)
6	13.P.01	End of Participation for higher income households in mixed-income communities: In mixed-income communities, Seattle Housing Authority will remove subsidy when household income exceeds the established limit for six months.
6	10.P.22	Delay in rent increase for newly employed households: Seattle Housing Authority may allow a longer notification period before rent increase if the increase is due to the resident becoming employed after at least six months of unemployment and is self-reported by the resident in a timely manner.



6	10.P.21	Market rate rent: Seattle Housing Authority may charge market rate rent as a penalty for noncompliance with the annual review process.
7	5.P.04	Property-specific pet policies: Seattle Housing Authority may establish pet policies, which may include the continuation or establishment of pet-free communities or limits on the types of pets allowed, on a building by building basis.
7	10.P.03	Every third year rent reviews for entirely elderly/disabled adult households: Income reviews conducted for households with 100% elderly and/or disabled adults only every three years (within a period of 40 months).
7	10.P.17	SSHP rent policy: Rents in SSHP units receiving public housing subsidy will be one of four flat rents based on the tenant's percentage of Area Median Income (Under 20%, 20-29%, 30-39%, or 40% or over).
7	12.P.06	Seattle Senior Housing Program (SSHP) Waiting List Policy: Seattle Housing Authority will not distinguish between senior and non-senior disabled households in filling vacancies in the SSHP portfolio based on bedroom size. The SSHP program will maintain a 90% senior, 10% non-senior disabled ratio at the AMP level.
7	8.P.03	Designate LIPH units for specific purposes/ populations: Seattle Housing Authority may designate properties/units for specific purposes such as elderly or smoke-free.
8	10.P.13	Streamlined for fixed income: Further streamline rent policy and certification process for fixed income households, including self-certification of medical expenses under \$5,000.
8	10.P.19 (formerly 10.P.17)	Asset income threshold: Seattle Housing Authority will increase the threshold for including asset income in rent contribution calculations to an amount up to \$50,000 and may allow self-certification of assets below the threshold.
8	10.A.01	Streamlined Income Verification: Seattle Housing Authority may adopt tax credit rules or the rules of other major funders regarding the length of time income verification documents are considered valid for income review processes. SHA may adopt a local income verification hierarchy.
9	3.A.03	Reduced frequency of inspections: Cost-benefit approach to housing inspections allows Seattle Housing to establish local inspection protocol, including interchangeable use of HQS/UPCS.
10	13.A.02	Savings match incentive: Seattle Housing Authority will implement a new program that will match savings for qualifying public housing and HCV households leaving subsidized housing for homeownership or unsubsidized rental units.
12	5.P.04	Property-specific pet policies: Seattle Housing Authority may establish pet policies, which may include the continuation or



		establishment of pet-free communities or limits on the types of pets allowed, on a building by building basis.
15	10.P.15	Utility allowance-frequency of utility allowance updates: Seattle Housing Authority may revise the schedule for reviewing and updating utility allowances due to fluctuations in utility rates to no more than annually.
15	11.P.01	Energy protocol: Employ a cost-benefit approach for resource conservation in lieu of HUD-required energy audits every five years.
15	10.P.12	Utility allowance-schedule: Seattle Housing Authority may change utility allowances on a schedule different for current residents and new move-ins.



## Appendix 3: Emergency Transfer Plan (VAWA)

### Emergency Transfers

Seattle Housing Authority (SHA) is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),<sup>1</sup> SHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.<sup>2</sup> The ability of SHA to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether SHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that Low Income Public Housing, Housing Choice Voucher (Project Based & Tenant Based); Low Income Housing Tax Credit; HOME, and the Multifamily Section 8 New Construction Program, comply with VAWA.

### Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

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<sup>1</sup> Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

<sup>2</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.



Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

SHA will make reasonable efforts to house tenants from other PHA's who are claiming VAWA protections when the originating PHA has no safe units available. SHA will consider VAWA tenants who wish to transfer to an SHA unit from another PHA on a case-by-case basis, and those tenants may be prioritized in accordance with SHA's Executive Director Preference policy.

### **Emergency Transfer Request Documentation**

To request an emergency transfer, the tenant shall notify SHA's management office and submit a written request for a transfer to their property manager. SHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under SHA's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

### **Confidentiality**

SHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives SHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about SHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

### **Emergency Transfer Timing and Availability**

SHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. SHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. SHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.



If SHA has no safe and available units for which a tenant who needs an emergency is eligible, SHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, SHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

### **Safety and Security of Tenants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Attachment: Notice of Occupancy Rights under the Violence Against Women Act (2016)



## Appendix 4: Operations during the COVID-19 State of Emergency

The policies described in this appendix may only be activated during the COVID-19 State of Emergency. Most of these changes are dependent of MTW flexibilities that were approved on March 27, 2020 through December 31, 2021 (unless otherwise noted) as part of SHA's Amended 2020 MTW Plan, 2021 MTW Plan and flexibility authorized through HUD COVID-19 waivers. They are further depending on authority given by the Board to the Executive Director in an/this emergency.

On May 4, 2021, the U.S. Department of Housing and Urban Development issued [Notice PIH 2021-14](#), waiving select statutory and regulatory requirements for Public Housing Authorities (PHAs) and extending some deadlines from earlier notices (Notices PIH 2020-05, PIH 2020-13 and PIH 2020-33). These waivers provide administrative flexibilities to PHAs in response to the COVID-19 national emergency. The waivers utilized are noted below. Additional information about changes, expirations and extensions to these waivers can be found on the SHA website: [HUD COVID-19 waiver notification to tenants and others | Seattle Housing Authority](#).

### 1. Policy changes

SHA may modify its ACOP using an expedited process, if necessary. This expedited process may omit input from the public, the Joint Policy Action Committee (JPAC), and other stakeholders that SHA normally consults prior to changing its ACOP. SHA does not need to obtain Board of Commissioners approval to tenant selection policies in the Admissions and Continued Occupancy Policy (ACOP). (PHI Notice 202-05 PH-4 4/10/2020)

SHA may modify or suspend the use of forms and procedures that are typically used for applications, initial certifications, income verification, regular and interim certifications, and inspections during the COVID-19 state of emergency. This may be necessary to enable operations to continue without in-person contact between applicants and staff, or residents and staff.

### 2. Income Verification

SHA may permit self-certification of household income for applications, initial certifications, annual certifications, triennial certifications and interim certifications during the COVID-19 state of emergency. SHA may use electronic systems (i.e. WorkNumber, ESD, DCS, EIV and DSHS etc.) to verify self-certified income without any further verification, or, if electronic systems are unable to substantiate the claimed income, SHA may process the application or certification based solely on the household self-certification (which may be taken verbally).

SHA will treat all types of income verification equally, and may suspend requirements for original documentation during the COVID-19 state of emergency.



### 3. Annual and Triennial Certifications

SHA may defer annual and triennial certifications scheduled to occur during the COVID-19 state of emergency until the next regularly scheduled certification; no household will be deferred two years in a row. Rent for households that have their certifications deferred will remain the same until the next scheduled certification occurs, unless the resident submits an interim review that causes the rent to change.

Households that have their full triennial certification deferred are still required to submit a release of information.

Streamlined HUD Certifications will be conducted for Households whose annual certification was deferred in 2020 – for annual & triennial certifications effective through December 2021.

### 4. Hold Harmless Policy for Unreported and Under-reported income

If a resident fails to report, or under-reported, an increase in income during the COVID-19 state of emergency, SHA will not require the resident to pay back rent if the amount of income not captured is less than \$1,000 per month, or \$12,000.

### 5. Interim Certifications

For the duration of the emergency, requirements for timely reporting are modified. Any reported income decrease will become effective the first of the next month so long as it was reported by the end of the month. It is not necessary to provide proof that the reduction will last more than 30 days. Income may be reported through the Self Certification form or verbally.

SHA may extend additional protections for residents and participants to align with Proclamations issued by the Governor of the State of Washington, or with Federal Guidance during the State of Emergency.

Added September 2020: Many residents have fallen behind on rent payments since the COVID-19 State of Emergency period began in early 2020. Many people experienced income disruptions during the pandemic, and it is reasonable to assume some residents who were entitled to a subsequent rent decrease may not have reported their income change in a timely manner because of the stressors of the situation. In accordance with SHA's housing stability and race and social justice initiatives, a temporary policy has been established to allow flexibility in how SHA may implement the applicable rent changes associated with reported income decreases.

#### **Retroactive New Interims**

SHA shall back date interim decreases to the date they would have been effective if the resident had reported the decrease at the time it occurred.



**Temporary Hardship exception for previously completed Interim Reviews**

When working with a household who is past due on rent, and an Interim Review was previously completed that could have had an earlier effective date had the Retroactive New Interims policy been in place, staff should change the effective date of the Interim Review to an earlier date thus decreasing the amount of back rent owed. (The effective date may not result in the resident receiving a rent credit.)

**6. Inspections**

SHA may defer all regular inspections scheduled to occur during a state of emergency until the next regularly scheduled inspection.

**7. JobLink**

SHA may renew any JobLink contracts that were eligible for renewal and unsigned as of March 6, 2020—including for participants who were sent contract renewal notices and those who were in their 30 day post dismissal grace period—by phone, email, or other remote means during the COVID-19 state of emergency. Participant signatures will be collected when the state of emergency is lifted.

**8. Admissions**

SHA may add an additional good cause reason for refusal of unit offer in SHA owned/managed housing to cover any household which cannot or chooses not to move during the COVID-19 State of Emergency.

**9. Resident Council Elections**

SHA may delay resident council elections during the emergency. These must be rescheduled as soon as possible once the emergency is over. (PIH Notice 202-05 PH-8)

**10. Community Service and Self-Sufficiency Requirement**

SHA waives the requirement that qualifying adult residents of public housing participate in mandatory community service and/or self-sufficiency programming. (PIH Notice 2020-05 12E 4/10/2020)

**11. Enterprise Income Verification (EIV) Monitoring**

SHA may waive mandatory EIV monitoring requirements. (PIH Notice 2020-05 PH-5 4/10/2020)

